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

Monday, December 2, 2019

4:30 pm

Council Chambers

Civic Centre

Pages

1. Adoption of Minutes 13 - 29

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the Minutes of the Regular Council Meeting and the Budget Meeting of 2019 11 18 be approved.

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

3. Declaration of Pecuniary Interest

4. Approve Agenda as Presented

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the Agenda for 2019 12 02 City Council Meeting as presented be approved.

5. Proclamations/Delegations

5.1 Community Christmas For Children

Marisa Jarrell, Planning Committee

5.2 World AIDS Day, HIV Awareness Week, Aboriginal AIDS Awareness Week

Shana Shipperbottom and Aja Fera, Group Health Centre

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that all the items listed under date 2019 12 02 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda item 6.15.

6.1 Tender for Façade Upgrades – RESC Storage Building

30 - 32

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

The relevant By-law 2019-240 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.2 Tender for CCTV Inspection Equipment and Vehicle

33 - 35

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and that the tender for the supply and delivery of CCTV Inspection Equipment and Vehicle as required by Engineering Services be awarded to Ratech Electronics Ltd. at their total tendered price of $259,192.92 plus HST after the trade-in allowance is applied and that the allocation of $9,628 from sanitary sewer revenue and $4,127 from the Engineering Equipment Reserve to fund this equipment and vehicle be approved.

6.3 RFP – Parking By-law Enforcement – Municipal Parking Lots and Meters

36 - 37

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and that the proposal submitted by Commissionaires Ottawa to provide Parking By-law Enforcement for Municipal Parking Lots and Meters, as required by the Transit and Parking Division of Community Development and Enterprise Services be approved for a period of one (1) year commencing January 1, 2020.

6.4 Payment of Property Taxes by Credit Card

38 - 41

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 12 02 regarding payment of property taxes by credit card be received as information.

6.5 2020 Borrowing By-laws 42 - 43

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

The relevant By-laws 2019-235 and 2019-236 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6 Christmas Lighting Award Program Policy Updates 44 - 49

A report of the Corporate Communications Officer is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Corporate Communications Officer dated 2019 12 02 be received and that Council approve the updated Christmas Lighting Award Program Policy as outlined in Appendix B.

6.7 Wayfinding Master Plan 50 - 95

A report of the Project Manager, FutureSSM is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the report of the Project Manager, FutureSSM dated 2019 12 02 concerning implementation of wayfinding strategy be received as information.

6.8 Sault Gymnastics Club Lease 96 - 98

A report of the Director of Community Services is attached for the consideration of Council.

The relevant By-law 2019-233 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9 Revenue Generated from Advertising 99 - 110

A report of the Director of Community Services is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the report of the Director of Community Services dated 2019 12 02

concerning Revenue Generated from Advertising be approved.

6.10 Designated Heritage Property Tax Rebates 111 - 113

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Recreation and Culture dated 2019 12 02 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that designated heritage property tax rebates for the 2018 tax year be paid to the qualified owners of designated heritage properties enrolled in the program be approved.

6.11 Biggings Avenue Conversion to One-Way Traffic Flow 114 - 116

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 12 02 concerning Biggings Avenue Conversion to One-Way Traffic Flow be received and that the conversion of Biggings Avenue to one-way southbound from Wellington Street East to Queen Street East be approved.

An amendment to the Traffic By-law will be brought to Council at a future meeting.

6.12 Investing in Canada Infrastructure Program Candidate Project 117 - 118

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Land Development and Environmental Engineer dated 2019 12 02 be received and that MacDonald Avenue drainage improvements be designated as the candidate project for the Investing in Canada Infrastructure Program.

6.13 Land Ambulance Maintenance Agreement 119 - 120

A report of the Fire Chief is attached for the consideration of Council.

The relevant By-law 2019-242 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 Tiered Medical Response Agreement 121 - 122

A report of the Fire Chief is attached for the consideration of Council.

The relevant By-law 2019-241 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Sale of the Portion of Property Abutting 1 McGregor Avenue 123 - 125

A report of the Assistant City Solicitor is attached for the consideration of Council.

The relevant By-law 2019-234 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Third Amending Agreement – The Federal Bridge Corporation Limited 126 - 127

A report of the Assistant City Solicitor is attached for the consideration of Council.

The relevant By-law 2019-232 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Acquisition of Part 864 Fifth Line East 128 - 129

A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2019-243 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Deeming By-law – 25 Donna Drive & 468 Second Line West (Steve Ficociello/1890714 Ontario Inc.) 130 - 132

A report of the City Solicitor is attached for the consideration of Council.

The relevant By-law 2019-238 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 Housekeeping – Amend Payday Loan By-law 2019-164 133 - 134

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

The relevant By-law 2019-239 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.20 Huron Hub Trail Spoke – Machine Shop Property – Easement Agreement 135 - 136

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

The relevant By-law 2019-245 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Revised Economic Development and Tourism Model

137 - 142

A report of the Chief Administrative Officer is attached for consideration of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Chief Administrative Officer dated 2019 12 02 be received and that Council approve a new model for tourism and economic development.

Further that Council authorize staff to create a new, tourism non-share capital corporation and solicit applications for Board members which will be returned to Council for approval.

Further that staff work with the Sault Ste. Marie Economic Development Corporation Board to support the transition to its new mandate and solicit applications for vacant seats on the Board of Directors which will be returned to Council for approval.

Further that Council approve the migration of economic development and tourism staff to the City within Community Development and Enterprise Services.

7.3.2 Municipal Transient Accommodation Tax

143 - 146

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

The relevant By-law 2019-244 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-20-19-Z.OP 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott)

147 - 161

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the Report of the Planner dated 2019 12 02 concerning Official Plan and Zoning amendment application A-20-19-Z.OP be received and that City Council approve the application as follows:

1. Approve Official Plan Amendment No. 225 to re-designate the subject property (35 Cedar Street) from Industrial to Commercial.
2. Rezone the subject property from Medium Industrial Zone (M2) to Traditional Commercial Zone (C1.S), with the following special exceptions:
    i. Reduce the north east lot-line setback (fronting Cedar Street) from 5 metres to 2.9 metres for the eastern most building (building 1).
    ii. Exclude “nursing and residential care facilities”, “residential dwellings”, and “rooming houses” as permitted uses on the subject property.
3. Designate the subject property as an area of site plan control pursuant to section 41 of the *Planning Act*.

And that the Legal Department be directed to prepare the necessary by-laws to effect this approval.

7.8 Boards and Committees

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

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that all By-laws under item 11 of the Agenda under date 2019 12 02 save and except By-law 2019-234 be approved.

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

11.1.1 By-law 2019-232 (Agreement) Federal Bridge 162 - 166

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-232 being a by-law to authorize the execution of the Third Amending Agreement between the City and The Federal Bridge Corporation Limited to amend the Licence Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018 and as amended by the Second Amending Agreement dated May 6, 2019 to extend the expiry date of this Licence Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited be passed in open Council this 2nd day of December, 2019.

11.1.2 By-law 2019-233 (Agreement) Sault Ste. Marie Gymnastic Club 167 - 171

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-233 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Gymnastic Club to lease 10,724.321 square feet for the gymnasium facilities including adjoining washroom and change rooms at the John Rhodes Centre for the term commencing January 1, 2020 to December 31, 2025 be passed in open Council this 2nd day of December, 2019.

11.1.3 By-law 2019-234 (Property Sale) Sale Abutting 1 McGregor Avenue 172 - 173

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-234 being a by-law to authorize the sale of surplus property, legally described as Part PIN 31539-0019 (LT) to Meeka Tomasic and Michael Bruni be passed in open Council this 2nd day of December, 2019.

11.1.4 By-law 2019-235 (Financing) Borrowing Current Expenditures 174 - 176

A report from the Chief Financial Officer and Treasurer is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-235 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2020 be passed in open Council this 2nd day of December, 2019.

11.1.5 By-law 2019-236 (Financing) Borrowing Capital Expenditures 177 - 178

A report from the Chief Financial Officer & Treasurer is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-236 being a by-law to authorize the borrowing of $15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and $6,200,00 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 2nd day of December, 2019.

11.1.6 By-law 2019-238 (Subdivision Control) Deeming for 25 Donna Drive & 468 Second Line West 179 - 181

A report from the City Solicitor is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-238 being a by-law to deem not registered for purposes of subdivision control certain lots in the Pleasant Acres Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 2nd day of December, 2019.

11.1.7 By-law 2019-239 (Regulations) Amend Payday Loan By-law 2019-164 182 - 183

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-239 being a by-law to amend Schedule "A" to payday Loan By-law 2019-164 being a by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie be passed in open Council this 2nd day of December, 2019.

11.1.8 By-law 2019-240 (Agreement) Façade Upgrades RESC Storage Building 184 - 261

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-240 being a by-law to authorize the execution of the Agreement between the City and Jobst Brothers Construction for Facade Upgrades for the RESC Storage Building at 65 Old Garden River Road be passed in open Council this 2nd day of December, 2019.

11.1.9 By-law 2019-241 (Agreement) Fire Services Tiered Response 262 - 266

A report from the Fire Chief is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-241 being a by-law to authorize the execution of the

Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for tiered medical responses and allows Fire Services to provide emergency response to specific calls for assistance to Emergency Medical Services (EMS) be passed in open Council this 2nd day of December, 2019.

11.1.10 By-law 2019-242 (Agreement) Fire Services Land Ambulance 267 - 274

A report from the Fire Chief is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-242 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles be passed in open Council this 2nd day of December, 2019.

11.1.11 By-law 2019-243 (Property Acquisition) Portion of 864 Fifth Line East (Schamp)

A report from the City Solicitor is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-243 being a by-law to authorize the acquisition of a portion of property located at civic 864 Fifth Line East (Schamp) be passed in open Council this 2nd day of December, 2019.

11.1.12 By-law 2019-244 (Agreement) Municipal Transient Accommodation Tax (MAT) 275 - 280

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-244 being a by-law to authorize the execution of a Memorandum of Understanding between the City and the Sault Ste. Marie Economic Development Corporation to authorize the distribution of funds from the 2020 Municipal Transient Accommodation Tax (MAT) until such time as the new TourismSSM non-profit is incorporated be passed in open Council this 2nd day of December, 2019.

11.1.13 By-law 2019-245 (Agreement) 1188004 Ontario Inc. (Tony Porco) Funding for Hub Trial 281 - 291

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-245 being a by-law to authorize the execution of the

Funding Agreement between the City and 1188004 Ontario Inc. (Tony Porco) to establish the Huron Spoke trail on The Machine Shop property be passed in open Council this 2nd day of December, 2019.

11.1.14 By-law 2019-246 (Agreement) Downtown Civic Plaza 292 - 471

Council Report was passed by Council resolution on November 18, 2019.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-246 being a by-law to authorize the execution of the Agreement between the City and Brook McIlroy Inc. for the multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza be passed in open Council this 2nd day of December, 2019.

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

11.2.1 By-law 2019-237 (Local Improvement) Sixth Avenue From Devon Road to Wallace Terrace 472 - 476

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2019-237 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Sixth Avenue from Devon Road to Wallace Terrace under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time in open Council this 2nd day of December, 2019.

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

11.3.1 By-law 2018-166 Lane Closing 477 - 479

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2018-166 being a by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1, 5 1R6799; SAULT STE. MARIE be read the THIRD time in open Council this 2nd day of December, 2019.

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

13. Closed Session

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that this Council proceed into closed session to discuss two proposed issues concerning acquisitions / disposition of land and a matter subject to solicitor / client privilege;

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

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

14. Adjournment

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, November 18, 2019
4:30 pm
Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor L. Dufour, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Vezeau-Allen

Officials: M. White, R. Tyczinski, T. Vair, L. Girardi, P. Johnson, K. Fields, M. Zuppa, S. Schell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, B. Lamming, T. Vecchio, I. Bruno, T. Anderson

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1. Adoption of Minutes

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that the Minutes of the Regular Council Meeting of 2019 11 04 be approved.

Carried

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

3. Declaration of Pecuniary Interest

Contractor is client of law firm.

3.1 Councillor M. Shoemaker – Storm Sewer Replacement – Group Health Centre and Canadian Tire Easements

Successful bidder is a client of law firm.

3.2 Councillor M. Shoemaker – By-law 2019-227 (Agreement) Storm Sewer Replacement Contract 2019-12E

Contractor is client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that the Agenda for 2019 11 18 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Mayor for the Day

Helena Bubinas, Mayor for a Day

Honourable mentions include Taylor Viotto, Adam Bernardo, Justyce Kaboni, Tye Turco, Maggie Chapman, and Alix and Alice Rushton

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that all the items listed under date 2019 11 18 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 RFP – Multidisciplinary Design Services – Downtown Civic Plaza

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2019 11 18 be received and that the proposal submitted by Brook McIlroy Inc. of Toronto, ON for the provision of multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza be approved.

A by-law authorizing signature of an agreement for this project will appear on a future Council Agenda.

Carried

6.2 2019 Property Tax Appeals – November 2019

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Taxation dated 2019 11 18 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

Carried

6.3 2020 User Fees

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

The relevant By-law 19-222 is listed under item 11 of the Minutes.

6.4 2020 Budget Feedback

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

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 11 18 regarding 2020 Budget feedback be received as information.

Carried

6.5 Memorandum of Settlement for CUPE Local 3 – CSD

The report of the Labour Relations Coordinator was received by Council.

Moved by: Councillor L. Dufour
Seconded by: Councillor P. Christian

Resolved that the report of the Labour Relations Coordinator dated 2019 11 18 be received and that City Council ratify a Memorandum of Settlement for CUPE Local 3 CSD.

Carried

6.6 Ontario Labour Market Partnership Application

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 11 18 concerning the Ontario Labour Market Partnership Application be received and that staff be authorized to proceed with an application for funding.

Carried

6.7 Municipal Law Enforcement Officers

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

The relevant By-laws 2019-223 and 2019-224 are listed under item 11 of the Minutes.

6.8 Wellington Street Underpass Rehabilitation

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

The relevant By-laws 2019-225 and 2019-226 are listed under item 11 of the Minutes.

6.9 Blake Avenue Traffic Calming

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

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that the report of the Manager, Design and Transportation Engineering dated 2019 11 18 concerning Blake Avenue Traffic Calming be received as information.

Carried

6.11 Housekeeping – Amend Licensing By-laws 2003-50 (Amusement Arcades), 2003-52 (Pawnbrokers) & 2003-54 (Plumbers)

The report of the City Solicitor was received by Council.

The relevant By-laws 2019-228, 2019-229 and 2019-230 are listed under item 11 of the Minutes.

6.12 Sale of 540 Albert Street East

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

The relevant By-law 2019-231 is listed under item 11 of the Minutes.

6.10 Storm Sewer Replacement – Group Health Centre and Canadian Tire Easements

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

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

The relevant By-law 2019-227 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.8 Boards and Committees

7.8.1 Appointments to Boards and Committees (Members Appointed by Council)

7.8.1.1 Best For Kids

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that Brenda Kurczak and Danny Viotto be appointed to the Best for Kids Committee from November 18, 2019 to December 31, 2020.

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

Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

7.8.1.2 Community Development Award Committee

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that Katie Blunt and Kyle Cormier be appointed to the Community Development Award Committee from November 18, 2019 to December 31, 2020.

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

Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

7.8.1.3 Downtown Business Improvement Area (Downtown Association)

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that Kelly Walker be appointed to the Downtown Business Improvement Area (Downtown Association) from November 18, 2019 to November 14, 2022.

Majority	**For**	**Against**	**Absent**
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

7.8.1.4 Finance Committee

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that Alicia Burgoyne be appointed to the Finance Committee from November 18, 2019 to December 31, 2020.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

7.8.1.5 Library Board

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that Ashlee Gerard be appointed to the Library Board from November 18, 2019 to November 14, 2022.

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

Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

7.8.1.6 Municipal Heritage Committee

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that Nicole Curry and Mark Jones be appointed to the Municipal Heritage Committee from November 18, 2019 to December 31, 2020.

Majority	**For**	**Against**	**Absent**
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen			X
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

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

8.1 Andrew Street / Albert Street Traffic Lights

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Shoemaker

Whereas the City of Sault Ste. Marie removed the traffic lights at Albert and Andrew Streets in 2013 with the expectation that collisions would decrease over time; and

Whereas Andrew Street and Albert Street current year data indicates an increase in collisions; and

Whereas reports recommending this removal point to the successful transition of Andrew Street and Queen Street to an intersection without signals; and

Whereas the Andrew Street and Queen Street intersection has two lanes with a large concrete barrier to signal drivers to stop, but the Albert Street and Andrew Street intersection has no such barrier; and

Whereas traffic collision data over the past three years shows a larger than normal volume of collisions at Albert and Andrew Streets with nearly all of them being from the right hand, southbound lanes,

Now Therefore Be It Resolved that Traffic and Engineering be requested to conduct a traffic safety study of Albert and Andrew Streets with the goal of reducing collisions from the southbound lanes on Andrew Street.

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

Councillor M. Scott	X		
Results	**8**	**0**	**3**

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda save and except By-law 2019-227 under date 2019 11 18 be approved.

Carried

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

11.1.1 By-law 2019-222 (User Fees)

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-222 being a by-law to establish user fees and service charges be passed in open Council this 18th day of November, 2019.

Carried

11.1.2 By-law 2019-223 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-223 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 18th day of November, 2019.

Carried

11.1.3 By-law 2019-224 (Parking) Municipal By-law Enforcement Officers

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-224 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 18th day of November, 2019.

Carried

11.1.4 By-law 2019-225 (Agreement) Wellington Street Underpass Repairs Contract 2019-11E

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-225 being a by-law to authorize the execution of the Contract between the City and Carlington Construction Inc. for the concrete repairs to the centre columns of Wellington Street Underpass and the repair of the south west concrete parapet wall (Contract 2019-11E) be passed in open Council this 18th day of November, 2019.

Carried

11.1.5 By-law 2019-226 (Temporary Street Closing) Wellington Street West at Underpass

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-226 being a by-law to permit the temporary closing of Wellington Street West at the underpass for a short duration for underpass rehabilitation be passed in open Council this 18th day of November, 2019.

Carried

11.1.7 By-law 2019-228 (Licensing) Amend By-law 2003-54 Plumbers

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-228 being a by-law to amend By-law 2003-54 (licensing plumbers) be passed in open Council this 18th day of November, 2019.

Carried

11.1.8 By-law 2019-229 (Licensing) Amend 2003-50 Amusement Arcades

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-229 being a by-law to amend By-law 2003-50 (licensing amusement arcades) be passed in open Council this 18th day of November, 2019.

Carried

11.1.9 By-law 2019-230 (Licensing) Amend 2003-52 Pawnbrokers

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-230 being a by-law to amend By-law 2003-52 (licensing pawnbrokers) be passed in open Council this 18th day of November, 2019.

Carried

11.1.10 By-law 2019-231 (Property Sale) 540 Albert Street East

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-231 being a by-law to authorize the sale of surplus property being civic, 540 Albert Street East, legally described in PIN 31542-0155 (LT) to the District of Sault Ste. Marie Social Services Administration Board be passed in open Council this 18th day of November, 2019.

Carried

11.1.6 By-law 2019-227 (Agreement) Storm Sewer Replacement Contract 2019-12E

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

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

Resolved that By-law 2019-227 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the replacement of an 85m long section of City storm sewer located on private property (Contract 2019-12E) be passed in open Council this 18th day of November, 2019.

Carried

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

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

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

13. Closed Session

14. Adjournment

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

_____

Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Budget Meeting of City Council

Minutes

Monday, November 18, 2019
5:45 pm
Council Chambers
Civic Centre

Present:	Mayor C. Provenzano, Councillor L. Dufour, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor P. Christian, Councillor S. Hollingsworth, Councillor L. Vezeau-Allen
Officials:	M. White, R. Tyczinski, T. Vair, L. Girardi, P. Johnson, K. Fields, M. Zuppa S. Schell, D. McConnell, S. Hamilton Beach, D. Elliott, F. Coccimiglio, B. Lamming, T. Vecchio, J. Bruzas

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1. Approve Agenda as Presented

Moved by: Councillor L. Dufour
Seconded by: Councillor M. Scott

That the Agenda for 2019 11 18 Budget meeting as presented be approved.

Carried

2. Declaration of Pecuniary Interest

3. Preliminary Budget 2020

4. Supplementary Budget Items

5. Levy Boards

5.1 Algoma Public Health

5.1.1 Algoma Public Health correspondence

5.2 Sault Ste. Marie & Region Conservation Authority

Corrina Barrett, General Manager / Secretary Treasurer was in attendance.

5.3 Sault Ste. Marie District Social Services Administration Board

6. Local Boards

6.1 Police Services Board

Chief H. Stevenson and Angela Davey, Finance Coordinator were in attendance.

6.2 Public Library Board

Matthew MacDonald, Acting CEO / Director of Public Libraries was in attendance.

7. Outside Agency Grants

7.1 Algoma University

Colin Wilson, Director of Strategic Advancement was in attendance.

7.2 Art Gallery of Algoma

Judy Syrette, Vice President was in attendance.

7.3 Canadian Bushplane Heritage Centre

Bob Elliott, President was in attendance

7.4 Physician Recruitment

Christine Pagnucco, Manager was in attendance.

7.5 Sault Ste. Marie Museum

Lance Knox was in attendance.

7.6 Harvest Algoma

Mike Delfre, Director of Operations was in attendance.

7.7 Soo Arena Association (Pee Wee Arena)

8. Adjournment

Moved by: Councillor L. Dufour
Seconded by: Councillor C. Gardi

That this Council shall now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**Tender for Façade Upgrades – RESC Storage Building**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for Façade Upgrades for the RESC Storage Building, as required by Fire Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held November 19, 2019 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Elliott Engineering (Pat Guinti), and the Assistant Fire Chief – Support Services. Mr. Guinti's report concerning the tenders received is attached for your reference.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications, as recommended by the City's Consultant is $250,921.84 including non-rebatable HST.

Funding in the amount of $370,000.00 was approved during 2018 and 2019 Budget deliberations by City Council. This tendered amount and estimated Engineering fees can be accommodated from within this allocation.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and the recommendation that the tender for Façade Upgrades for the RESC Storage Building be awarded to Soo Yard Works Ltd. o/a Jobst Brothers Construction, at their low tendered price, meeting specifications, of $246,582.00 plus HST, be approved.

By-law 2019-240 authorizing signature of the Contract for this project appears elsewhere on the Council Agenda.

Respectfully submitted,



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

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

Project No. E18053

November 20, 2019

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre, Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Tim Gowans
Manager of Purchasing

RE: Tender Recommendation for the Façade Upgrades – RESC Building

Dear Sir:

Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm November 19th, 2019. These submissions were opened in a public meeting at 3:00 pm the same day. Seven tenders meeting the general requirements of the specification were received for the project. The original tenders were retained at the city, and a copy was provided to our office for detailed review. The results were as such, shown Total Tender Price (A+B+C+D):

MSN Consulting Inc.	$389,500.00 plus HST
Maverick & Son Exteriors & Consulting Services	$386,900.00 plus HST
Mike Moore Construction Ltd.	$257,593.00 plus HST
Jobst Brothers Construction	$246,582.00 plus HST
Saldan General Contractors Inc.	$297,000.00 plus HST
George Stone & Sons Inc.	$498,458.00 plus HST
Palmer Construction Group Inc.	$368,400.00 plus HST

As your consultant, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. Their base tender amount is $217,582.00, plus allowances of $29,000.00, for a 'Total Tender Price' of $246,582.00. HST of 13% is additional to this number where applicable. We therefore recommend that the contract for the work be awarded to Jobst Brothers Construction of Sault Ste. Marie, Ontario.

Should you have any questions, comments or require any additional information please do not hesitate to contact the writer.

Yours very truly,

Pat Giunti, Project Manager

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**Tender for CCTV Inspection Equipment & Vehicle**

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of CCTV Inspection Equipment & Vehicle as required by Engineering Services - Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held October 30, 2019 with the Deputy City Clerk in attendance.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed with the Manager of Design & Construction Engineering – Engineering Services, and the low tendered price, meeting specifications, has been identified on the attached summary.

FINANCIAL IMPLICATIONS

The low tendered price, meeting specifications, for this equipment is $263,754.72 including non-rebatable HST; after the trade-in allowance is applied.

In the 2019 Capital Budget, $250,000 was approved for the purchase of the CCTV inspection equipment and vehicle, with funding of $175,000 from sanitary sewer revenue and $75,000 from the engineering equipment reserve. The additional $13,755 can be funded with $9,628 from sanitary sewer revenue and $4,127 from the Engineering Equipment Reserve (maintaining the 70/30 funding split).

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and the recommendation that the tender for the supply and delivery of CCTV Inspection Equipment & Vehicle as required by Engineering Services, be awarded to Ratech Electronics Ltd. at their total tendered price of $259,192.92 plus HST after the trade-in allowance is applied, be approved.

It is further recommended that Council approve the allocation of $9,628 from sanitary sewer revenue and $4,127 from the Engineering Equipment Reserve to fund this equipment and vehicle.

Respectfully submitted,



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

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: October 30, 2019
File: 2019PWE-ENG-03-T

SUMMARY OF TENDERS
CCTV INSPECTION EQUIPMENT AND VEHICLE

Firm	Make & Model	Delivery	Total Tendered Price after Trade-In Allowance (HST extra)	Remarks
Cues Canada Incorporated Mississauga, ON	2020 Ford TR350HD Transit Cues Equip. Pkg.	90-100 w/days	$318,478.50	Does not meet specifications
First Line Equipment Corporation Stoney Creek, ON	2019 Ford 350HR Transit First Line Equip. Pkg.	60 w/days	$243,242.00	Does not meet specifications
Ratech Electronics Limited Concord, ON	2019 Ford TR350HD Transit Subsite Mainline Equip. Pkg.	110 w/days	$259,192.92	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $263,754.72 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price which includes the Trade-In Allowance, submitted by Ratech Electronics Limited, be accepted.

Tim Gowans
Manager of Purchasing

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**RFP – Parking By-law Enforcement – Municipal Parking Lots & Meters**

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of Parking By-law Enforcement for Municipal Parking Lots & Meters for a one (1) year period commencing January 1, 2020, as required by the Transit & Parking Division of Community Development & Enterprise Services. 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 November 5, 2019.

ANALYSIS

Proposals from five (5) proponents were received prior to closing date:

Commissionaires Ottawa, Ottawa, ON
Garda Canada Security Corporation, Barrie, ON
Neptune Security Services Inc., Mississauga, ON
North East Regional Security Services, Sault Ste. Marie, ON
Unit Park Southwest Inc., Toronto, ON

The proposals received have been evaluated by a committee comprised of the Director of Community Services and staff from the Transit & Parking Division – Community Development & Enterprise Services and the Purchasing Division – Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Commissionaires Ottawa of Ottawa, ON. The Commissionaires presently provide Parking By-law Enforcement for Municipal Parking Lots & Meters.

FINANCIAL IMPLICATIONS

Based on estimated hours that Parking By-law Enforcement will be required, the cost for these services will be approximately $228,000 plus HST; approximately $232,000 including non-rebatable HST.

Funding for provision of this service will result in a 2020 Operating Budget contractual increase of $15,000.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 12 02 be received and the recommendation that the proposal submitted by Commissionaires Ottawa to provide Parking By-law Enforcement for Municipal Parking Lots & Meters, as required by the Transit & Parking Division of Community Development & Enterprise Services, be approved. The contract will commence January 1, 2020 and continue for a period of one (1) year.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Shelley J Schell CPA, CA Chief Financial Officer and Treasurer**
DEPARTMENT:	**Corporate Services**
RE:	**Payment of Property Taxes with Credit Card**

PURPOSE

This report is in response to a Council resolution regarding the use of credit cards for the payment of property taxes.

BACKGROUND

On September 23, 2019, Council passed the following resolution seeking information on the use of credit cards for the payment of property taxes:

Whereas credit cards are a convenient financial product used by million of Canadians for everyday purchases such as gas, groceries, pharmacy, and other goods and services; and
Whereas when used responsibly, a credit card can be a valuable tool for earning rewards, travelling, handling emergencies or unplanned expenses; and
Whereas there are about 31,000,000 active credit card accounts in Canada; and
Whereas with the popularity of earning rewards, more businesses, including some municipalities are accepting credit cards;
Now Therefore Be It Resolved that staff be requested to research and report as to whether a credit card platform should or should not be implemented in 2020 for the first quarter tax payment which may include the following:

1. Users may be responsible for the service fee
2. Credit cards may be restricted for specific transactions such as taxes
3. The overall cost and benefits of implementing this to the City be outlined
4. Examples of other municipalities allowing the use of credit cards and those that have rejected the notion be shared

to ensure that the City of Sault Ste. Marie is providing the most convenient payment methods for constituents.

ANALYSIS

The City currently provides several methods of payment for the convenience of constituents as well as to mitigate balances in arrears. The current payment options include:

- Pre-authorized payment plan
- Online or by phone through financial institutions
- In person at the Civic Centre collections counter
- By mail to the Tax Department
- Use of drop off box located at the Civic Centre (cheques only)

The use of credit card payments at the Civic Centre collections counter is not currently provided. The credit card company terms of use agreements prohibit excluding transactions where credit cards are accepted. Therefore, no credit card transactions are accepted at the Civic Centre collections counter.

The cost to provide credit card transactions also has prohibited the implementation of this payment method. Based upon a 30% uptake with the use of credit card payments, it is estimated the cost would exceed $500,000 annually in service fees for residential tax payments. Constituents paying by credit card would receive additional privileges such air miles and reward points, as well as enjoy an interest frees credit period based upon their credit card terms. In effect, these benefits would be subsidized by the entire tax base. This is not equitable to all constituents. Staff recommends that any use of credit cards should be recovered from the user.

Recovery of credit card fees are limited by merchant rules. According to the Government of Canada website (https://www.canada.ca) Visa, MasterCard and American Express merchant rules do not generally allow merchants to charge a service fee when consumers use their credit cards. They do permit eligible merchants to charges a service fee, or convenience fee, for certain types of transactions.

In May of 2019, City staff implemented a new property tax system, migrating from the old Unix-based system to the current integrated financial system. As part of the implementation process, online access to tax accounts as well as online payments were reviewed. The limitations noted above were alleviated by accepting online payments utilizing a third party payment service provider. Online payment options include both credit card and Interac options.

Staff also researched other municipalities and the acceptance of credit card payments on their websites.

Sudbury	Not accepted
North Bay	Not accepted
Thunder Bay	Referred to 3rd Party Payment Provider
London	Link to 3rd Party Payment Provider
Ottawa	Link to 3rd Party Payment Provider
Peterborough	Referred to 3rd Party Payment Provider
Brampton	Referred to 3rd Party Payment Provider
Kingston	Link to 3rd Party Payment Provider

Many municipalities are accepting credit card payments now through a third party payment provider. Some municipalities simply state the taxpayer can sign up with a provider on their own; others actually link to a specific provider. All state that the individual is responsible for ensuring that the municipality receives the property tax payment by the due date or late fees apply. When using a third party payment provider there is not a partnership with the municipality and users should clearly understand the terms and conditions.

The next phase of the financial system upgrade includes a Virtual City Hall module that allows for online access for property taxes and is planned to be implemented in the first quarter of 2020. The Payment Manager module which will allow online payments for property taxes as well as other payments, such as miscellaneous invoicing, is planned for the second quarter of 2020. The Payment manager module will utilize a third party payment service provider that works with the City's software. Associated fees will be charged to the user directly. It is estimated the fee will be 1.75% of the payment amount.

For constituents that would like to pay for property taxes by credit card immediately, many credit cards now allow for online payments, much like financial institutions. Constituents can check with their cardholder to see if this option is available to them and as well as the associated fees.

FINANCIAL IMPLICATIONS

The implementation of the Payment Manager module is estimated at $8,440 and can be accommodated within the IT Operating Budget. Service/convenience fees for processing online payments will be charged to the user by the third party payment provider.

STRATEGIC PLAN / POLICY IMPACT

The provision of additional methods of payment is consistent with the focus area Service Delivery: Delivering Excellent Customer Service.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2019 12 02 regarding the payment of property taxes with a credit card be received as information.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Shelley J Schell CPA, CA Chief Financial Officer and Treasurer**
DEPARTMENT:	**Corporate Services**
RE:	**2020 Borrowing By-laws**

PURPOSE

Each year it is necessary to pass borrowing by-laws for current and capital purposes. Staff is seeking Council approval of the borrowing by-laws appearing elsewhere on the agenda.

BACKGROUND

Borrowing by-laws are required to provide access to financing for operational and capital purposes.

ANALYSIS

Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed $10,000,000 to meet current expenditures.

Capital borrowing may be required for short and long term purposes for financing capital projects. The recommended by-law provides for borrowing of sums not to exceed $15,000,000 for capital purposes for the City.

For 2019, the City had provided the Public Utilities Commission (PUC) with a borrowing capacity of $6,200,000 for capital purposes relating to water infrastructure. The same borrowing capacity is to be continued in 2020. Currently, the PUC has not utilized any of the approved capital borrowings for 2019.

The limits are an approved credit line with the City's Banker that is reviewed annually.

FINANCIAL IMPLICATIONS

There are no financial implications unless sums are borrowed

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the Strategic Plan

RECOMMENDATION
It is therefore recommended that Council take the following action:

The relevant by-laws 2019-235 and 2019-236 appear elsewhere on the agenda and are recommended for approval

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tessa Vecchio, Corporate Communications Officer**
DEPARTMENT:	**Corporate Services**
RE:	**Christmas Lighting Award Program Policy and Procedure Updates**

PURPOSE

The purpose of this report is to seek Council's approval of the updated Policy and Procedure for the Christmas Lighting Award Program.

BACKGROUND

The purpose of the Christmas Lighting Award Program is to recognize and encourage the efforts of local residents and businesses who light up their homes in the spirit of the Christmas holiday season.

The Christmas Lighting Award Program Policy and Procedure was last updated by Council on March 2, 2000.

Christmas Lighting Award Program Policy and Procedures

The report of Councillors Jones and Orazietti was accepted by Council.

Moved by Councillor M. Borowicz

Seconded by Councillor S. Lepore

Resolved that the report of the Councillors Jones and Orazietti dated 2000 03 20 concerning Christmas Lighting Award Program be accepted and further that the recommended policy and procedure for implementation of the Program for the 2000 Christmas Season be approved. CARRIED

A copy of this report is provided to Council for reference (Appendix A). Suggested updates to the policy are provided for Council's consideration (Appendix B).

ANALYSIS

The Christmas Lighting Award Program policy provides an overview and general guidance of the program. The revised policy was created by the City Clerk and Corporate Communications Officer and the following updates to the policy are suggested for Council's consideration and approval:

- Advertisement through news release, social media, website
- Nominations published on City website with consent of nominees
- Elimination of judging "groups"
- Councillors may judge in the ward in which they hold office
- Judging to take place the week before Christmas
- PUC credit to winners
- Amendment to reflect five wards instead of six

FINANCIAL IMPLICATIONS
There are no financial implications relating to the approval of the policy.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the Corporate Communications Officer dated 2019 12 02 be received and that Council approve the updated Christmas Lighting Award Program Policy and Procedure as outlined in Appendix B.

Respectfully submitted,

Tessa Vecchio

Tessa Vecchio
Corporate Communications Officer
705.759.5396
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(APPENDIX A)

CHRISTMAS LIGHTING AWARD PROGRAM
POLICY AND PROCEDURE

Purpose

The purpose of the Christmas Lighting Award Program is to recognize and encourage the efforts of local residents and businesses who light up their homes and businesses in the spirit of the Christmas holiday season.

Method

A Christmas Lighting Award Program Judging Committee comprised of four Councillors and four Citizens will be appointed by City Council each December during the Boards and Committees appointment process.

The Clerk's Department advertises for Award nominations by placing an advertisement in the City Corporate Ad in early December. Nominations must include the civic address being nominated as well as the resident/owner's name. The property owner or any resident can submit a nomination. The deadline for receiving nominations in the Clerk's Department is December 12th.

The Judging Committee is divided into two groups (two Councillors and two Citizens in each group). Each group is responsible for judging all nominations in a three-ward area. Councillors will not judge in wards in which they hold office.
Judging takes place during the week following the end of nominations.

Winners will be announced by new release following the judging and prior to Christmas holidays. (Winners will be contacted prior to the news release for permission).

Awards

Awards will be in the form of a plaque for each winner. A photograph of the property will also be presented to the winner. Other prizes may be supplied by donation. A residence/business can only win once in every three years (example - win in 2000; not eligible to win again until 2003).

Awards will be chosen on the following basis:

Residential Awards – two awards per ward (total of 12 awards)

Business Awards – three awards (1st, 2nd, 3rd, city-wide)

Presentation of Awards

Winners will be invited to receive their award at a regular Council Meeting in January. An informal reception (coffee and pastries) could be held immediately prior to the awards presentation.

Approval / Administration and Budget

This policy and any amendments to it must be approved by City Council. Administration of this policy and procedure will be through the Clerk's Department. Costs associated with this Program will be minimal (advertising and the cost of plaques). The estimated budget requirement is $1,000.00 and can be covered within existing budgets.

_____
2000 03 20
D. Irving
City Clerk

The City of Sault Ste. Marie
Corporate Policies

Christmas Lighting Award Program
C-I-20

Subject: Christmas Lighting Award Program
Service Area: Corporate Services
Approved: December 2, 2019
Supersedes: March 2, 2000

Purpose:
The purpose of the Christmas Lighting Award Program is to recognize and encourage the efforts of local residents and businesses who light up their homes and businesses in the spirit of the Christmas holiday season.

Method:
A Christmas Lighting Award Program Judging Committee comprised of four Councillors and four citizens will be appointed by City Council during the Board and Committee appointment process.

The Clerk's Department advertises for nominations by issuing a news release and through social media and the City's website in early December. Nominations must include the civic address being nominated as well as the resident/owner's name. The property owner or any resident can submit a nomination. Winners in the last 3 years are not eligible. The deadline for receiving nominations in the Clerk's Department is December. Nomination forms are available online or from the City Clerk's Department. Nominations are published to the City website upon consent of nominees.

Judging takes place during the week before Christmas.

Winners will be announced by news release. Winners will be contacted prior to the news release for permission to publish addresses and photos on the City's website and social media accounts.

Award:
Awards will be in the form of a plaque for each winner. PUC Services Inc. also provides winners with a credit to their bill for the month of December. Awards will be chosen on the following basis:

Residential Awards – two awards per ward (total of 10 awards)

Business Awards – three awards (1st, 2nd, 3rd, city-wide)

Presentation of Awards
Winners will be invited to receive their award at a regular Council Meeting in January.

Approval/Administration and Budget

This policy and any amendments must be approved by City Council. The Clerk's Department will be responsible for administration of this policy. Costs associated with the program including the cost of plaques, transportation etc. will be through the cost centre for civic receptions.

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Travis Anderson, Project Manager FutureSSM**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Wayfinding Master Plan**

PURPOSE

The purpose of this report to provide City Council with an update on the Wayfinding Master Plan along with the design and initial implementation plan.

BACKGROUND

Wayfinding is a system of signs, banners, gateways and kiosks that assist visitors to connect the dots and find their way, assisting in the creation of a positive experience, extended stays and additional spending. If done right, wayfinding systems do more than just act as a guide; they create a more attractive community, and build and promote a community's brand.

Wayfinding was identified as a priority for Sault Ste. Marie through the Municipality's Downtown Revitalization Strategy and is supported by recommendations from Roger Brooks International, an internationally renowned expert in downtown revitalization. Wayfinding has been proven to improve the overall visitor experience and increased awareness of shopping, leisure and recreation opportunities. The economic benefits of wayfinding include increased visits to local tourism destinations, merchants and hotels and accommodations.

Through a competitive RFP process, the City of Sault Ste. Marie retained Corbin Design, a leader in wayfinding consulting and signage system design, to develop a Wayfinding Master Plan for Sault Ste. Marie. Through the design process, FutureSSM and Corbin Design consulted with members from the tourism industry, downtown association and recreation destinations. That plan is now complete and attached to this report for review (Attachment A – Wayfinding Master Plan).

The goal was to create a wayfinding system that increases the attractiveness of our community by helping residents and visitors alike efficiently navigate to area destinations and amenities, while also creating positive perceptions for the area. We believe that Corbin has delivered on all of these goals and look forward to the implementation of their plan in the community.

The next step of the process will see the City issue an RFP to obtain pricing on the first phase of implementation of the wayfinding master plan.

ANALYSIS

The Wayfinding Master Plan, developed by Corbin, provides a signage system that uses a consistent design approach across multiple sign types to enhance Sault Ste. Marie's tourism draw and appeal. The wayfinding system will serve to attract new visitors and direct them along preferred routes to target cultural, historic, economic and recreational destinations. Wayfinding brings people in to the community by focusing on the major vehicular routes at the main entrance points into Sault Ste. Marie. The new system will lead people towards local destinations, convenient parking locations and into the downtown.

A thoughtfully laid out wayfinding system makes the environment legible and enhances a visitor's experience by increasing comfort, building confidence, and encouraging them to discover unique local attractions and destinations. Implementation of the wayfinding plan reinforces our community brand and provides consistent and attractive information that will assist the traveling public in navigating efficiently to key destinations.

The plan will support our objectives to:

- Improve visitor experience;
- Improve traffic flow;
- Create a sense of arrival and place; and
- Alert visitors and residents to shopping, leisure and recreation opportunities.

By providing consistent and recognizable signage design standards, informed by the City's brand and the existing character of the community, a comprehensive system of signs can be phased in.

The first phase of the Wayfinding Master Plan is anticipated to include the replacement of the City's main entrance signs, with new tri-lingual welcoming signs, as well as, the fabrication and installation of wayfinding signage throughout the downtown (Queen, Bay St. and the Canal District).

Subsequent Phases (2 & 3) of the Wayfinding Master Plan will be implemented in 2021, and 2022, with funding proposed to be obtained through a number of potential sources (City investment, Municipal Accommodation Tax proceeds, funding from other levels of government).

FINANCIAL IMPLICATIONS

There are no financial implications at this point. This report is being provided as information and staff will return to Council with the results of the RFP process, budget and project scope once final pricing is confirmed.

STRATEGIC PLAN / POLICY IMPACT

Implementation of the wayfinding system documented in this report is consistent with the City's Corporate Strategic Plan, Community Adjustment Committee recommendations, FutureSSM community development plan and the Downtown Development Strategy.

In particular, the Corporate Strategic Plan Quality of Life focus area includes – Vibrant Downtown Areas - We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Project Manager, FutureSSM dated December 2, 2019 concerning the implementation of the wayfinding strategy be received as information.

Respectfully submitted,

Travis Anderson
Project Manager, FutureSSM
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705.989-7915

SAULT STE. MARIE

Ontario, Canada

Wayfinding Signage Program

DESIGN INTENT DRAWINGS

Issued 06.28.2019
Revised 09.04.2019

Notes

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SECTION 10 14 00 – EXTERIOR SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes specifications related to fabrication and installation of exterior project signage.
   1. Sign type details are listed in the Design Intent Drawings. Design drawings are provided to the Fabricator in PDF format, or in Adobe Illustrator CC.
   2. Sign Location Plans are general in nature and not to scale. They reflect locations deemed desirable for the effectiveness of the overall wayfinding plan. Sign location plans are provided to the Fabricator in PDF format
   3. The Sign Message Schedule includes sign type, exact messaging, layout details, and provides additional installation or graphic layout information specific to each sign location. Sign message schedules are prepared in FileMaker. Fabricator will be provided information in PDF format sorted by sign type and by sign number. Data is also available exported into an Excel file. A link to the FileMaker database can also be supplied.
   4. The materials, products, equipment and performance specifications within these documents describe the standard of required function, dimension, appearance, performance and quality to be met by the Fabricator.

B. Fabricator's responsibilities:
   1. Engineer, fabricate and install all signage and graphics per the final documents provided at contract award.
   2. Be knowledgeable of relevant government requirements, and be responsible for ensuring that all signs meet current provincial codes, especially, but not limited to, ADA and Fire/Life Safety codes.
   3. Perform complete structural design and engineering of the signs and incorporate all the safety features necessary to adequately support the sign for its intended use and purpose, as required for approvals and permits, and to protect the Owner. All signs shall meet Canadian codes. Engineered shop drawings for project signage shall be reviewed, stamped and signed by a regional engineer. Shop drawings are to be provided for all sign elements.
   4. Engineer all signs, banners and mounting devices, unless otherwise indicated, to withstand the required wind load (normal to the sign, in addition to the weight of the sign) as specified by ASCE, American Society of Civil Engineers, or greater as Canadian code requires.
   5. Signs listed in the sign message schedule should match those on the sign location plan. Fabricator to notify the Designer and Owner's Representative of any discrepancies before manufacturing the signage.
   6. Visit the site to observe existing conditions, verify mounting conditions and space availability, take field measurements and verify all signage locations with Owner's Representative prior to starting fabrication.
   7. Develop graphic proofs of all sign faces using messaging from Sign Message Schedule.
   8. Secure any and all necessary permits for signage installation.
   9. Work with the Owner's Representative to secure any necessary variances.
   10. Notify the Owner's Representative immediately if any discrepancies exist within the Construction Documents or field conditions.
   11. Provide all submittals outlined in the specifications in a timely fashion and according to the agreed upon contract schedule.
   12. Work with the Owner's Representative to coordinate with other trades performing work on site.
   13. Maintain all project related files such that the Owner may reorder additional signs for a minimum of 10 years after the completion of the work.

1.2 WARRANTY

A. Extend in writing all manufacturers' warranties.

B. Obtain a minimum five (5) year extended warranty on all paint and powder coat applications.

C. Obtain a minimum eight (8) year warranty on all custom color vinyl or flood-coated vinyl applications. Vinyl shall not fade excessively, discolor, crack, peel, blister, or loose reflectivity.

D. Obtain a minimum five (5) year warranty on all applied vinyl applications. Vinyl shall not fade, discolor, delaminate, crack or curl.

E. Provide a written full replacement warranty for five (5) years starting from the completion of installation that all signs will be free of defects due to craft work and materials including, but not limited to:
   1. Bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges.
   2. Corrosion appearing beneath paint surfaces of panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage).
   3. Corrosion of fasteners.
   4. The assemblies not remaining true and plumb on their supports.
   5. Fading, chalking and discoloration of the colors and finishes within the vinyl and paint manufacturer's stated warranty period.
   6. Peeling, delamination or warping ("oil canning").
   7. Repair and reinstallation of signage due to failed mountings.

F. Repair or replace, including installation, any defective signs or hardware, which develop during the warranty period and repair any damage to other work due to such imperfections at no charge to the Owner and to the Owner's satisfaction.

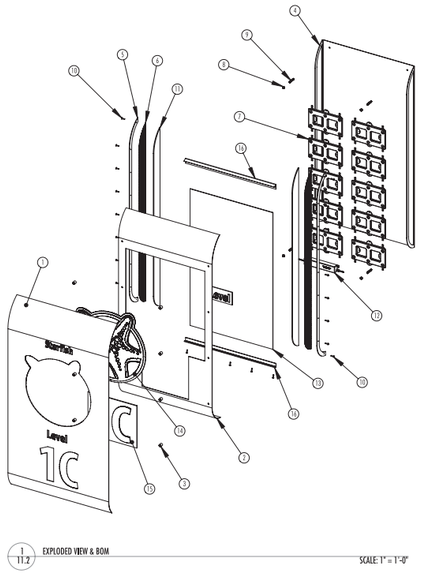
G. The Fabricator will be required to fully replace all signs that are in error relative to the working documents (sign message schedule and sign type drawings) that were submitted to the Fabricator upon award of contract.

1.3 DESIGN RIGHTS

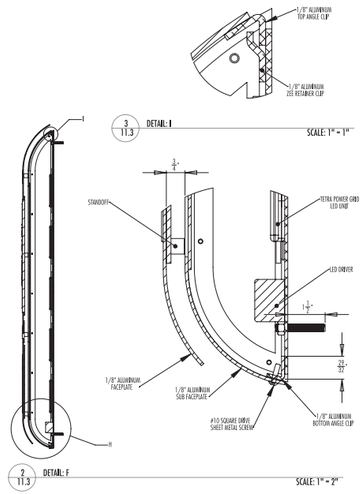
A. The Fabricator is hereby granted limited right to the designs as shown and specified herein for the sole purpose of completing contractual obligations to fabricate and install project signage. Fabricator may not manufacture, reproduce or exhibit these designs, or modify them for any other purpose without prior written consent from both the Owner/ Owner's Representative and the Designer.

1.4 SUBMITTALS

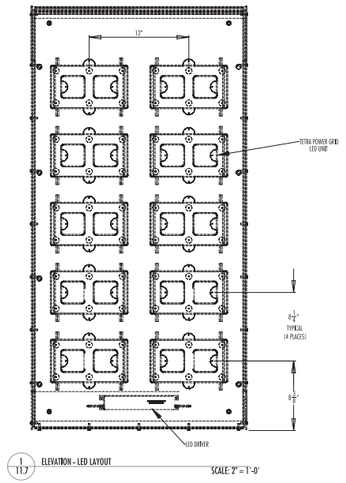
A. Pre-Fabrication Submittals: Submit the following to the Owner's Representatives and Designer for review and approval prior to commencing with signage fabrication.
   1. Shop Drawings: Detailed engineered shop drawings for each sign type are to be submitted as electronic PDF no larger than 11"x 17". Final Shop Drawings are to be stamped by an Engineer licensed in the state to ensure structural integrity and safety. The shop drawings for each sign type shall illustrate/describe the following:
      a. Elevations and cross sections – front, sides, top and back; side sections; internal structure section/ details; enlarged details such as of extrusions, push-through letter mounting, mounting plate; and access panel, etc.; with all final dimensions and call-outs for:
      b. Components – construction details/information related to individual elements
      c. Materials – color, type, gauge, and thickness (including substrates and overlays)
      d. Finishes – color, type of product, manufacturer, and sheen
      e. Fonts, graphics specifications and message fields
      f. Exploded view, unless otherwise indicated – isometric view with components, materials, and finishes.
      g. Cross-section of corners – one illustration for each corner condition. Items to be illustrated: seams, joints, layers, internal support and fasteners.
      h. Mounting/installation details – provide foundation cross-sections (including hardware), bracket/post details, elevations, materials, finishes and fasteners.
      i. Electrical details are to be provided for all elements that require electricity. Specific items to be listed are:
         1) Light source and/or fixture type and manufacturer
         2) Power supply (transformer)
         3) Amperage and voltage per sign
         4) Electrical service required (source)
         5) Electric Eye and Timer
      j. Lighting detail – provide an internal view of light fixtures, LED layout, transformers, external cut-off switch, light sensor, and timer.
      k. Foundation details – provide detailed foundation details including all concrete and reinforcement specifications.
      l. Engineering for wind load
      m. Removable panels (where applicable)
      n. Identify any dimensional or other changes in the overall sign required by virtue of the fabrication materials, techniques and/or engineering.
   2. Samples: Submit three (3) 5"x5" samples of each material listed in the design intent material specifications using actual substrate materials for review and approval. One will be returned, one kept by the Owner's Representative and one kept in the Designer's records.
      a. Label the back of every sample with the project name, sample designation and fabricator name.
      b. The Owner's Representative and Designer reserve the right to reject any sample and require additional samples as necessary to obtain final approval.
   3. Keystroke Proofs: Provide a proofing document of final production keystroke output for all sign messages to verify line breaks, character and word spacing, and interline spacing.
      a. The proofs are to be scaled production art files, not full sized.



Exploded View



Cross-section View



Lighting Detail

   b. Layouts are to be organized by sign type and by sign number within each sign type group.
   c. Each layout is to be identified with the corresponding sign number.
4. Schedule: Provide a detailed fabrication and installation schedule.
   a. Include all pertinent dates and milestones such as submittal delivery dates, required approval dates, fabrication dates and installation dates.
   b. Include all lead times for materials and third-party supplied items.
   c. Allow a minimum of 15 business days for Owner Representative and Designer review with one round of revisions built in unless otherwise noted within the bid schedule.
   d. Include submittal delivery dates.

B. During Fabrication Submittals:
1. Fabricator is required to maintain the detailed fabrication and installation schedule, submitting weekly updates as changes occur.
2. Upon request, Fabricator is to submit photo documentation of signage at various stages of fabrication and installation. Review of these photos does not rule out rejection of the sign during the punch list if they do not meet fabrication requirements.

C. Post-Fabrication Submittals: Upon completion of the initial installation, the following are to be submitted to the Owner's Representatives.
1. Maintenance instructions and manuals for all sign components (lighting, paint, etc.), along with final amended shop drawings, as-installed sign location plans and approved keystroke documents.
2. Instructions for maintenance and waxing of painted, powder coated and fiberglass elements.
3. Templates for all insert based signs, utilizing standard software for the Owner's use in printing replacement inserts.
4. One (1) pint of each finish paint color for touch-up purposes.
5. Labeled, spare keys to master keyed locks on directory or kiosk signage.
6. Warranty documentation, as outlined above.

1.5 QUALITY ASSURANCE

A. The materials, products, equipment and performance specifications described within, establish a high quality standard of required function, dimension, appearance, performance and quality to be met by the Fabricator.

B. Materials used for this project shall be new materials, not reconditioned.

C. Fabricator shall only use workforce skilled and experienced with the products, fabrication methods, and installation requirements outlined for this project.

D. Fabrication and installation is to withstand severe abuse and souvenir theft vandalism, but not less than the equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force. It is the fabricator's responsibility to suggest alternate fabrication or installation methods, should they be deemed necessary to hinder theft or vandalism.

E. Regulatory Requirements: Signage shall meet or exceed requirements of all current applicable local, state and federal codes, including, but not limited to:
1. MUTCD standards manual, 2009 edition with the 2012 revisions;
2. 2010 Americans with Disabilities Act Standards for Accessible Design, including local modifications and amendments; and
3. Local and State Building and Fire Codes.

1.6 DELIVERIES, STORAGE AND MATERIAL HANDLING

A. Pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage.

B. Provide clear and legible identifying information on all product packaging to ensure proper on-site identification and installation.

C. Recommend covering all sign faces with a low-tack protective vinyl cover, to be removed after installation. This is to help minimize minor scratches and nicks that happen during unpacking and installation.

D. Coordinate the delivery and secure storage of signs with the Owner's Representative to meet deadlines.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Substitution:
1. No substitution will be considered unless the Owner's Representative and Designer have received written request for approval.
2. Equal or better equipment or method may be recommended, but fabricator will be required to provide full documentation, upon request, establishing such a substitution's equality or superiority as measured in: compliance with the visual design intent, cost, ease of maintenance, and performance.
3. The Owner's Representative and Designer's decision of approval or disapproval of a proposed substitution shall be final.

B. Approved manufacturers include:
1. Acrylic Polyurethane Paint: Matthews Paint Company or Akzo Nobel
2. Powder Coating: PPG Duranar or Akzo Nobel Interpon
3. Exterior Vinyl: 3M or Sherine Industries Ltd.
4. Exterior Extrusions: SignComp, Charleston Industries or equivalent
5. Stainless Steel Strapping System: Band-It or equivalent
6. Adhesive Silicone: Dow Corning or equivalent
7. Adhesive Tape: Polyfoam or "Isotac" by 3M or equivalent

2.2 Materials

A. Aluminum: suitable for ornamental work. Finish to be smooth and free of imperfections. Alloy based upon structural requirements of the signage design.

B. Aluminum sheet: .125" minimum thickness unless otherwise specified.

C. Aluminum plate: .25" minimum thickness unless otherwise specified.

D. Structural Steel: galvanized rolled steel or equal as required to meet structural requirements.

E. Adhesive vinyl: opaque color, reflective color, translucent color and transparent color.

F. Exterior grade paint: acrylic polyurethane paint in solid and metallic colors with primer and Super Satin Clearcoat finish.

G. Matthew's Paint reflective white paint or 3M Matte White Light Enhancement Film.

H. Miscellaneous mounting hardware: including but not limited to, screws, bolts, stainless steel cable, hinges, and adhesives.

I. Labels: Only labels required by law are permitted on the exterior of the sign face.
1. Labels shall not be on the primary messaging faces of the sign, unless dictated so by the local ordinance.
2. Labels shall be located in a position as discreet as possible.
3. No other labels are permitted on the signs.
4. Fabricator contact information may be placed inside the sign on the access panel.

J. All printed graphics shall be printed at a minimum of 1200 DPI using exterior grade UV inks.

2.3 FABRICATION

A. Details on design drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations.

B. Site-verify all locations to determine special installation requirements, uneven footing needs based on sloped grades. Field verify measurements for wall mounted and glass mounted signage, etc. prior to fabrication.

C. Fabricate signage such that major components of the sign can be removed and replaced with similar components. Incorporate this changeability such that it does not promote vandalism, but can be done by a qualified maintenance crew.

D. Within fabrication tolerances, allow for expansion and contraction of materials due to temperature changes as appropriate to the project location.

E. Construction Methodology:

1. The drawings call for a variety of fabrication techniques.
2. Sign faces are to be fabricated using aluminum plate of varying thicknesses, as specified on design drawings, with a minimum thickness of .125 inches unless otherwise noted.
4. Conceal all fasteners except for access panels or where approved otherwise by Owner's Representative and Designer. Access panel fasteners are to be stainless steel, tamper resistant, counter-sunk flush screws, painted to match adjacent finish.
5. All hardware and fasteners within reach shall be vandal resistant.
6. Any sign faces smaller than 8' by 20' are to be fabricated from 1 piece of seamless material.
7. To prevent electrolysis, separate all ferrous and non-ferrous materials with a non-conductive gasket or barrier and utilize stainless steel fasteners as required.
8. Welded joints:
   a. Exposed welded joints must be filled and ground smooth so that there is no seam visible when painted.
   b. Dimensional and structural welding defects will not be accepted, including but not limited to: poor weld contours, including excessive bead convexity and reinforcement, and considerable concavity or undersized welds; cracks; undercutting; porosity; incomplete fusion; inadequate penetration; spatter; and non-metallic inclusions.
   c. Welding is to be performed by AWS (or similar) certified personnel, following AWS Standard Welding Procedure Specifications (SWPSs) for steel, aluminum, and stainless steel as appropriate.
9. Non-welded joints between various portions of signs must have a tight, hairline-type appearance, without gaps. Provide sufficient fastenings to preclude looseness, racking, or similar movement.
10. Drain holes:
    a. Provide drain holes as needed to prevent accumulation of water within signs.
    b. Holes must be inconspicuous and located such that drainage does not occur onto signs, or other surfaces subject to staining.
    c. Provide internal system of baffles to prevent "light leaks" through drain holes of illuminated signs.
    d. Use color-coordinated stainless steel bug mesh screen over drain holes or vents.
11. Non-illuminated sign faces are to have lettering and graphics created as surface-applied vinyl typography unless otherwise noted in the design drawings.
12. Visible metal joints must adhere to a fit tolerance of .01".
15. Sign panels shall be appropriately pre-drilled/pre-cut before priming and painting or coating.

F. Painting:

1. Metal surfaces are to be painted per the most recent Matthews Paint or Akzo Nobel product bulletins.
2. Paint preparation of all metal surfaces of the sign to include removal of all scratches and imperfections, sanding and chemical etching.
3. Substrate cleaning, preparation, paint application and paint thickness to be in strict compliance with Matthews Paint or Akzo Nobel published recommendations.
4. Aluminum and Steel surfaces to be properly covered with a primer.
5. Acceleration of the drying process is not allowed.
6. All paint and powder coat finishes to be a satin finish unless otherwise noted in the design drawings.
7. All painted surfaces to have a clearcoat finish to add UV protection and protection from the elements.

G. Fonts/Typefaces:

1. Fonts used within the Designer's programs were purchased by and are licensed to the Designer. It is the responsibility of the fabricator to purchase the specified licensed fonts for use within this program. See the design intent typography page for the specific fonts.
2. The fabricator is responsible for spacing the letters (Kerning) to meet ADA code requirements.
3. Letter height/cap height is based upon the height of the capital letter "E" or any capital character that has a flat top and base.
4. Under no circumstances are typefaces to be electronically distorted ("squeezed" or "extended") for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted in the drawings. This includes (but is not limited to) stretching, squeezing, tilting, outlining or shadowing.
5. Ligatures are to be turned off.
6. Apostrophes and quotation marks are to be used, not footmarks and inches. Note that there is a difference in most fonts.
7. Fabricator to reference spacing within the Design Intent Drawing package. Layout of copy is critical for the proper function of the wayfinding signage. Any typesetting concerns or issues are to be brought to the Designer for resolution recommendations.
8. Fabricator is responsible for correcting any typesetting errors that may be necessary.

H. Silk-screen, digital printing and vinyl copy:

1. All letterforms, symbols or graphics shall be reproduced either by photographic or computer-generated means.
2. Cutting shall be done such that edges and corners of finished letterforms will be straight, sharp and true.
3. Letterforms with nicked, cut, ragged, rounded corners, and similar disfigurements will not be acceptable.
4. Copy is to match the sheen of the copy panel background (satin).
5. Surface of letters shall be uniform in color finish, and free from pinholes and other imperfections.
6. Silk-screened images shall be executed with photo-processed screens prepared from original electronic art.
7. Use only weather- resistant coating materials that are compatible with substrates.
8. Silk-screening shall be highest quality, with sharp lines and no sawtooths or uneven ink coverage.
9. Images shall be uniform in color and ink thickness.
10. Images shall be free from squeegee marks and lines resulting from improper print stroke or screen off contact height.

PART 3 - EXECUTION

3.1 DEMOLITION

A. It is required that the fabricator remove existing signs as identified in the bidding documents.

B. Fabricator is to remove all below grade footings and foundations completely and fill with compacted soil. OR Fabricator is to remove below-grade footings and foundations to a minimum depth of 8" below grade and repair landscaping.

C. For individual letters, Fabricator is to remove the sign, fill holes, power wash the façade and touch-up paint as required.

D. If there are electrical connections, they must be properly terminated.

E. Fabricator is responsible for disposal of existing signage. Recycling is recommended. Open dumping is prohibited. Coordinate with Owner's Representative.

F. Fabricator is to repair and bring to consistent look with surrounding area, any areas damaged or left exposed in an unfinished condition due to the removal of a sign.

3.2 INSTALLATION

A. Permits and Variances:

1. Research relevant local code requirements and honor the same in fabrication and installation.
2. Secure any and all necessary permits for signage installation. Coordinate with the Owner to secure variances, should any be required.
3. Coordinate with the Owner to have all underground utilities properly located and marked. Any damage to below-grade utilities or structures for which the Owner or Owner's Representative has provided adequate location information is the responsibility of the Fabricator.

B. Site Visit:

1. Ensure that every building-mounted sign location has the necessary blocking for safe and secure mounting. Where additional blocking is needed, recommend changes and additional associated costs, and receive approval prior to beginning installation.
2. The final Sign Message Schedule and Sign Location Plan shall be consulted together and shall be approved by the Owner to determine the precise location for each sign. Any necessary adjustments will be made with the approval of the Owner.

C. If installation subcontractors are utilized, the Fabricator must provide a company representative to act as on-site supervisor through the duration of the installation process to oversee any subcontracted installation work.

D. Fabricator to maintain current signage and directional information during installation in order to continue to provide proper wayfinding. This can be done through the use of temporary signs, or vinyl over existing sign faces.

E. Fabricator to coordinate delivery of signage with the Owner's Representative.

F. Fabricator to provide a site logistics plan indicating the work areas, proposed equipment and power sources, extent and duration of street closures, and schedule time/dates of the respective sign installations. This schedule is to be updated on a weekly basis if changes occur.

G. Masonry/Footings:

1. All concrete bases for signage are to be poured in place from thoroughly mixed and agitated concrete.
2. Footings are to extend beneath the frost line, or deeper to meet local code.
3. All footings or bases should be poured within a form and level with grade unless otherwise specified in the design drawings or as specified by state or local code.
4. Foundation/footings should not extend above grade more than 2" and exposed edges should be finished with a bevel to prevent chipping, unless otherwise indicated in Design Intent Drawings.
5. It's recommended that the concrete be floated by machine or hand before finishing in order to embed larger aggregates especially when part of the footing or base extends above ground.
6. Concrete surface should have a smooth or brushed finish grade appearance. Match the finish appearance of connecting concrete surfaces when applicable.
7. All concrete bases and footings should be edged to break any bond with the form and create a neat appearance. All forms should be removed once the concrete has properly cured.
8. Provide the necessary templates, mounting plates and hardware for concrete and masonry bases.
9. All masonry (concrete block, poured concrete, brick, slab, veneer, mortar, etc.) is to be properly treated and protected to maintain the structural integrity of the masonry work with exposure to all environmental conditions found at the site. For exposed or visible masonry, this shall include the application of protective sealers or similar finishes to diminish the effects of close-proximity sprinkling or irrigation systems.
10. Wet concrete with footers and posts must fully cure in place before signage is installed on the footers or mounted to the posts.

H. Mounting:

1. Signs are to be mounted on J-bolt footings or breakaway bases, centered on the concrete base or footing, and engineered per code, unless otherwise specified in the design drawings or required by code.
2. Fabricator to use stainless steel 300 series for all bolts, nuts, washers and other fasteners,
3. Fabricator is required to specify mounting hardware and anchoring per the engineering of the signage. The visual appearance of the sign is not to be compromised from that shown in the design drawings.
4. Install all signage products such that there are no misalignments between visible components. Sign elements intended to be removable or changeable after installation must function as intended without binding, sticking or blocking.
5. All signs to be mounted level and true, and within the guidelines of applicable local, state and federal codes including, but not limited to, the 2010 Standards for Accessible Design (ADA) and fire/life safety codes, where applicable.

J. Locating Signs:

1. Fabricator's installers must have applicable understanding of the 2010 Standards for Accessible Design (ADA) mounting guidelines, city zoning and other applicable federal, state and local codes, general sign locating practices, and any particular unique installations.
2. Installers are to follow the regulations, noted guidelines, and architectural details around an installation location for the best visual placement.
3. Keep a reasonable distance from protruding objects.
4. Any signage that is improperly located is to be moved to the proper location, and all repairs to wall surfaces and signage are to be handled by the Fabricator.
5. If the installers are unable to make a decision about any sign locations, they can contact the Designer, providing a graphic representation of the questionable area, or contact the Owner's Representative for on-site options. If there is a code requirement regarding the sign location, the installer must notify the Owner's Representative of the requirement.

K. Upon completion of installation, Fabricator is to remove any protective covering, tape, or installation hardware. Fabricator is then to clean the sign per the manufacturer recommendations, ensuring that sign is clean from dirt, stains, fingerprints, tape residue, etc.

L. All exposed hardware is to be touch-up painted on site as required immediately following installation prior to punch list.

M. All minor blemishes or marring are to be repaired such that the repairs are imperceptible. Components having permanent, non-removable scratches or defects are to be replaced completely.

N. Site Safety and Restoration:

1. Fabricators are responsible for their own safety during the installation period.
2. Maintain a safe environment for pedestrians and vehicular traffic during the installation period, following OSHA safety standards as necessary.
3. Keep the Owner's premises and the adjoining premises, driveways and streets clean and clear.
4. Job site shall be left safe, neat and clean at the completion of each day's operation.
5. In addition to maintaining old or temporary signs for their directional or informational purposes, Fabricator is to maintain signage that meets or exceeds MUTCDC and local standards during the installation period.
6. At the completion of work, remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and leave the site as originally found.
7. Repair or correct damage to other contractors' work resulting from signage installation work.

3.2 PUNCH LIST

A. The Fabricator's onsite representative is to complete a walk through with the Owner's Representative immediately following installation to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of the Owner's Representative.

B. Fully replace all signs that are in error relative to the working documents (final sign message schedule and design drawings).

C. Correct any installation misalignments at no charge.

D. If the Fabricator agrees to a timeline for the Designer's punch list trip, and then does not complete their scope of work in time for the site visit, requiring the trip to be delayed, the Fabricator will be responsible for associated charges in rescheduling.

END OF SECTION

Color Palette



① **Silver**



② **Grey**

Pantone®:	n/a	n/a
Matthews Paint:	MP23302 R165389 LVS Satin V2.1 Posate Silver Metallic	MP42359 R157879 N Satin V2.1 Vine Charcoal
Vinyl:	n/a	n/a
3M CTSF ColorTarget:	n/a	n/a



③ **Red**



④ **Orange**



⑤ **Blue**



⑥ **Green**



⑦ **White**



⑧ **Gold**



⑨ **Airport Green**



⑩ **Parking Blue**

Pantone®:	PMS 7621C	PMS 7578C	PMS 7474C	PMS 7737C	n/a	n/a	n/a	n/a
Matthews Paint:	to be determined	to be determined	to be determined	n/a	to be determined	n/a	n/a	n/a
Vinyl:	n/a	n/a	n/a	n/a	3M White 7725-10	3M Sunflower 25	3M Bright Green 186	3M Olympic Blue 57
3M CTSF ColorTarget:	Match Pantone	Match Pantone	Match Pantone	Match Pantone	3M 4090 Diamond Grade Sheeting	Match 3M	Match 3M	Match 3M

Fabricator is responsible for matching all colors and materials as specified and are required to provide the Owner color and material samples for approval.

CAUTION!
CONSISTENT AND ACCURATE COLOR REPRODUCTION IN THIS DOCUMENT CANNOT BE ASSURED DUE TO THE LIMITATIONS OF COLOR COPYING TECHNOLOGY.

The Coated Pantone Matching System® and Matthews Acrylic Polyurethatue are used for specifying signage color matches. (In the absence of actual sign material color chip reference sets, actual specified product color swatches should be referenced for color matching.)

Shown here are approximations of the primary signage background colors and supporting accent colors. Actual color finishes on signage must be satin or low luster (not shiny or glossy) and exclusively a premium acrylic polyurethane.

Signage paints produced by Matthews Paint Company are to be the standard reference.

Vinyl Films from 3M are to be the standard.

3M Custom Traffic Sign Faces (CTSF) are custom, made-to-order retroreflective sign faces digitally printed with 3M UV-cured inkjet inks onto 3M Diamond Grade Reflective Sheeting. To complete the optics, the digitally printed sheeting is overlaid with 3M ElectroCut Film Series 1170.

Color application varies per sign type. Refer to specific design intent drawings for application details.

Typography

ClearviewHwy 1-W
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 1234567890

ClearviewHwy 2-W
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 1234567890

Barlow Bold
Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz 1234567890

Symbols



Standard Arrow



Parking
[P]



Airport
[A]

City Logo Artwork





SAULT STE.MARIE

Sign Type

Colors, fonts and Symbols

Scale

not to scale

① Silver
② Grey
③ Red
④ Orange
⑤ Blue
⑥ Green
⑦ White
⑧ Gold
⑨ Dark Green
⑩ Parking Blue

Notes

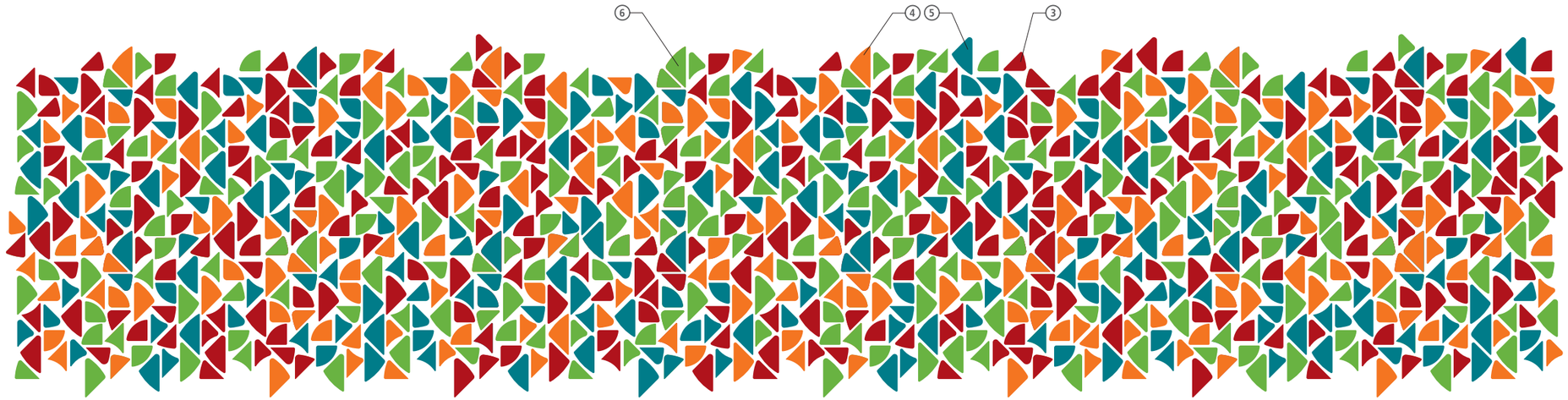
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Date	Description
06.28.2019	First Submission
07.11.2019	Revised
09.04.2019	**Phasing**

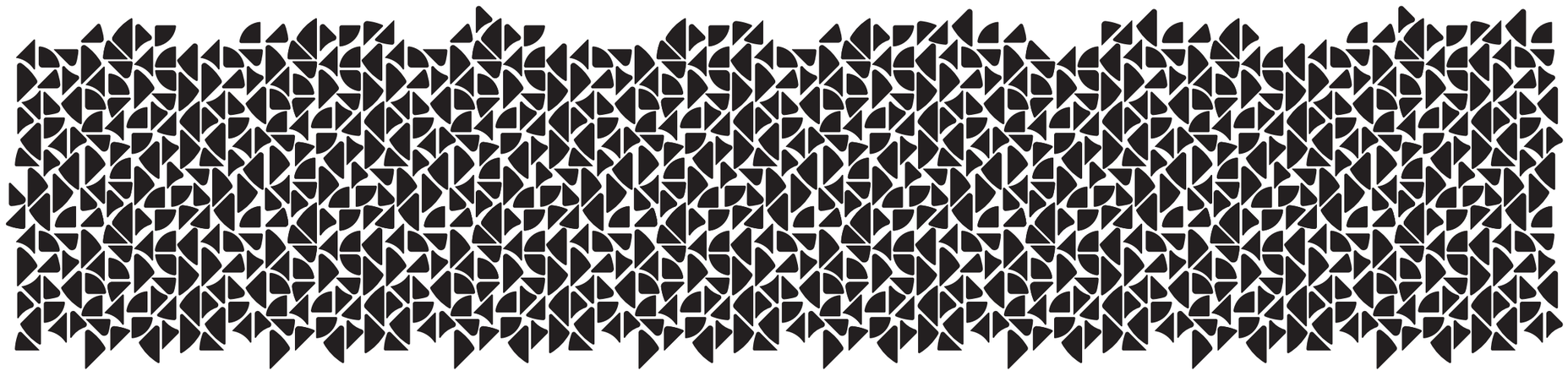
Client

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109 East Front Suite 304
Traverse City, MI 49684
231 947.1236



Full Color Detail



Black and White Detail

Sign Type

Background Patterns

Scale

not to scale

1	Silver
2	Grey
3	Red
4	Orange
5	Blue
6	Green
7	White
8	Gold
9	Dark Green
10	Parking Blue

Notes

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Client

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231 947.1236

Panel width

Maximum message length

Art Gallery

Algoma University

Algoma Univ/ Sault College

Bellevue Park

Bellevue Park Marina

Bellevue Park & Marina

Bellevue Pk Splash Pad

Bondar Marina

Bondar Park & Pavilion

Bushplane Muesum

Panel width

Maximum message length

Bridge to USA

Canal

Canal District

Casino

Centre District

Civic Centre

Courthouse

Downtown Districts

Downtown

Ermatinger Clergue Site

Fort Creek Conservation Area

GFL Memorial Gardens

Panel width

Maximum message length

Gros Cap Park

Heritage Square

Hiawatha Highlands

Information Centre

John Rhodes Comm Centre

Kinsmen Park

KOA Campground

McMeeken Arena

Mill Farmers Market

Public Library

Panel width

Maximum message length

Rankin Area

Sault Ste. Marie Museum

Sault College

Searchmont Resort

Soo Pee Wee Arena

Strathclair Park

To Great Northern Rd

Train Tours

Waterfront Boardwalk

Waterfront District

Sign Type

Message Line Lengths

Scale

not to scale

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

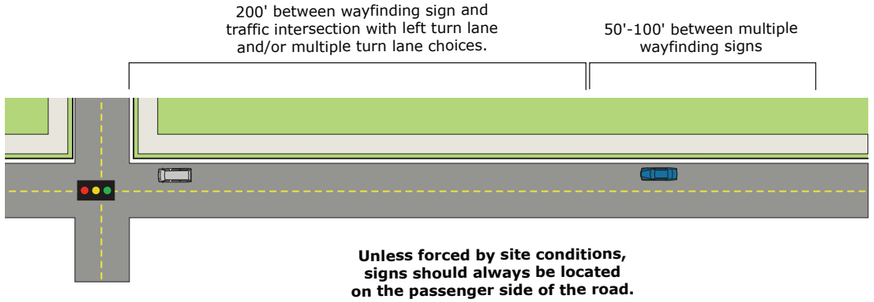
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09.04.2019	**Phasing**

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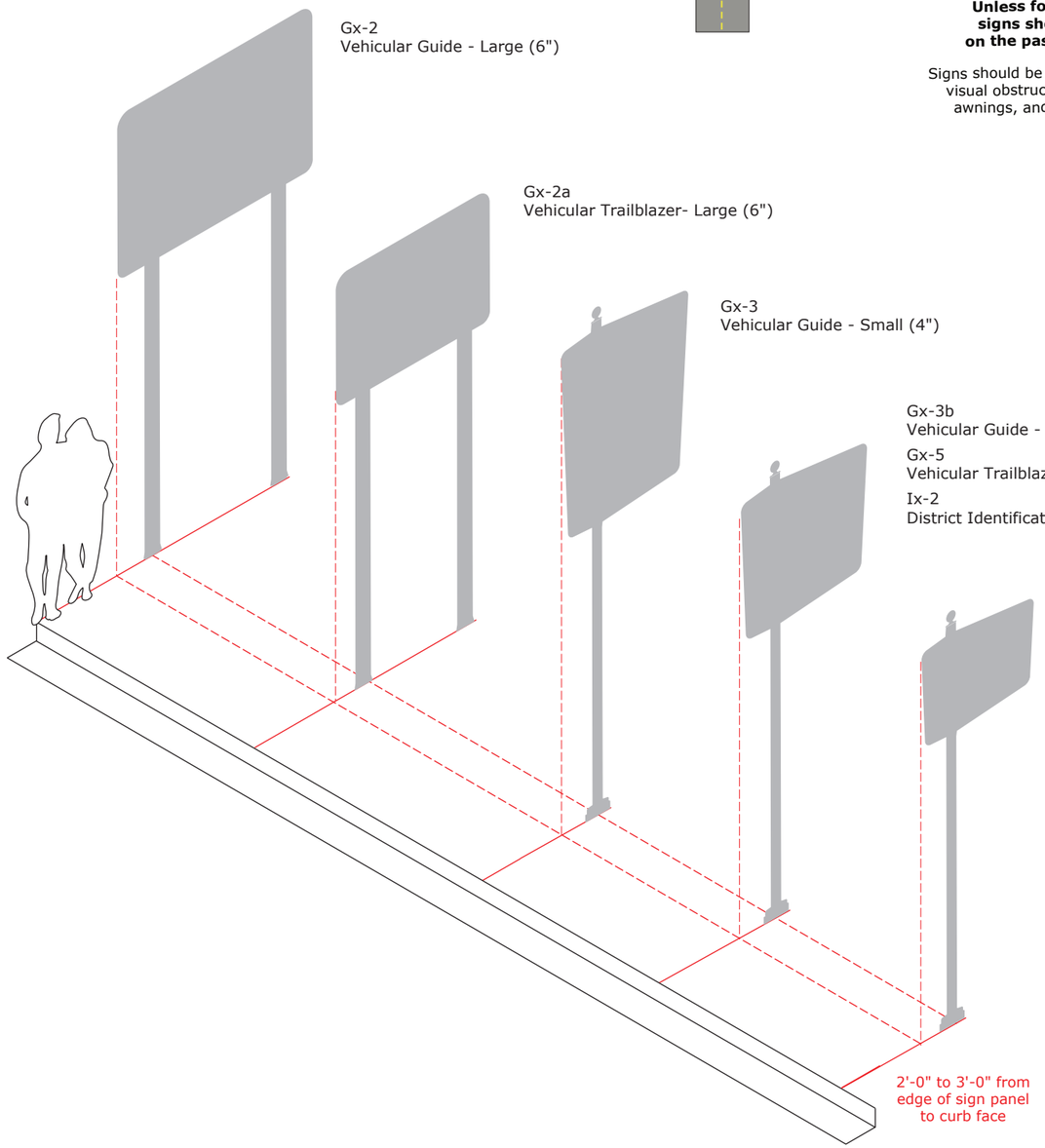
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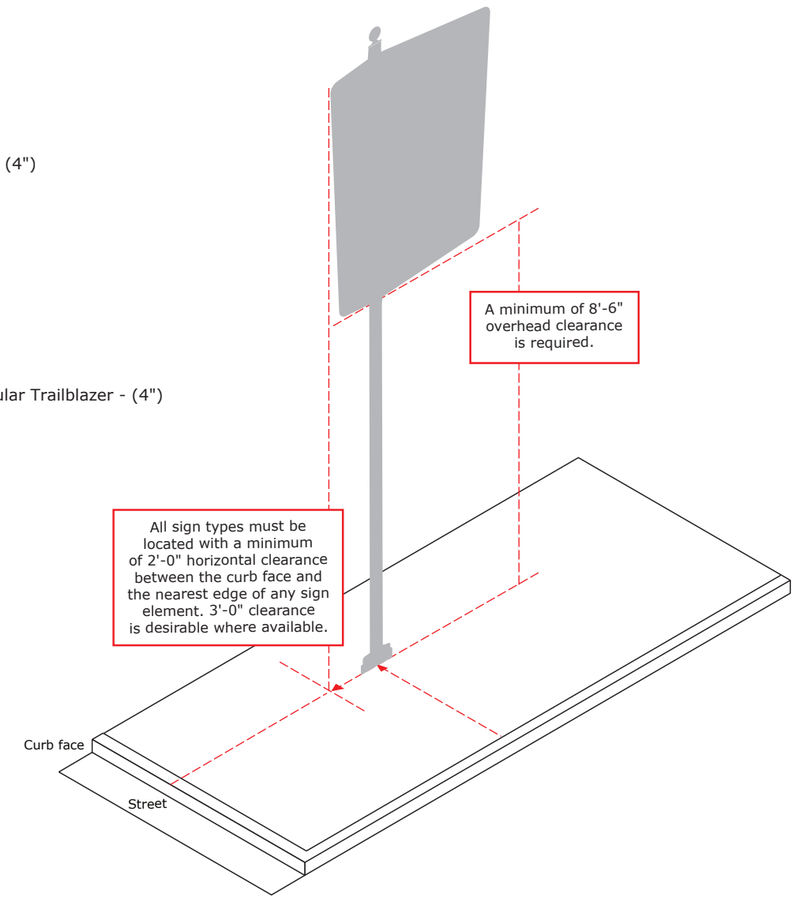
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Traverse City, MI 49684
231 947.1236



Unless forced by site conditions, signs should always be located on the passenger side of the road.

Signs should be located with care given to avoid visual obstructions such as trees, canopies, awnings, and existing signs and banners.





Sign Type

Setback Diagram

Scale

not to scale

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

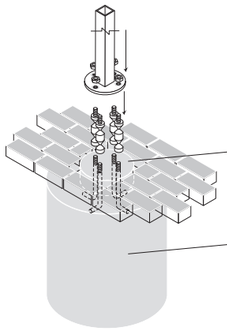
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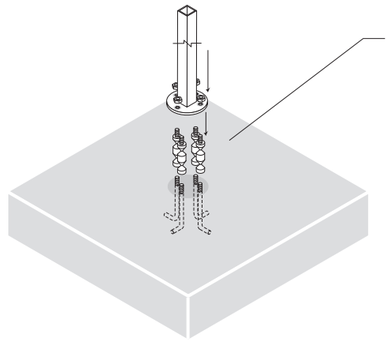


Brick Paver Installation

Small 2-‡ tall concrete cylinder poured integral to larger cylinder to allow cover plate to lay at same plane as paving bricks.

3000 psi concrete foundation cylinder. Fabricator to engineer dimensions.

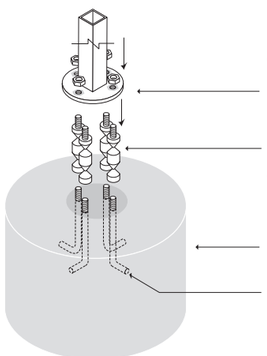
*Mountings shall be of breakaway design per TMUTCD.



Sidewalk Installation

3000 psi concrete sidewalk slab foundation, 12" thick. Foundation to be 25 sq. ft. 5'-0" x 5'-0" is ideal, but size may vary to 8'-4" x 3'-0", but no dimension may be less than 3'-0". Fabricator to provide final engineering. Observe location of existing construction joints as much as possible to avoid disruption to existing sidewalks.

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



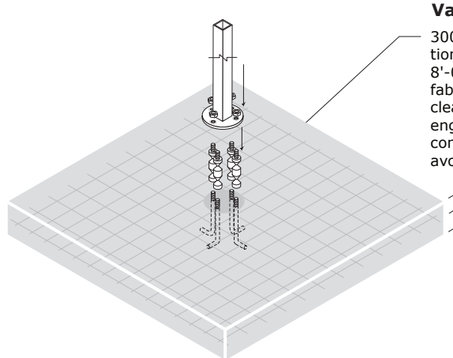
Ground/Soil Installation

Sign post mounting base.

FHWA-approved Transpo PoleSafe® breakaway supports to be attached to J-bolts below and base flange above. Coupling to be engineered and installed according to manufacturer's specifications.

3000 psi concrete foundation cylinder. Fabricator to engineer dimensions.

Galvanized "J" Anchor Bolts.



Vaulted Sidewalk Installation

3000 psi concrete sidewalk slab foundation, 6" thick. Foundation to be 64 sq. ft. 8'-0" x 8'-0". 4x4 W4xW4 welded wire fabric to be embedded with 3" typical clearance. Fabricator to provide final engineering. Observe location of existing construction joints as much as possible to avoid disruption to existing sidewalks.

6"

3" deep position of 4x4 W4xW4 welded wire fabric.

Sign Type

Typical Mounting Types

Scale

Not to scale

Color Code

Notes

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Ix-1
Boundary Marker - Large



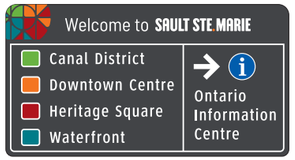
Ix-1a
Boundary Marker - Medium



Ix-1b
Boundary Marker - Small



Gx-1 - Large

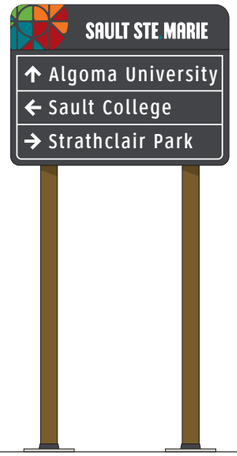


Gx-1a - Medium

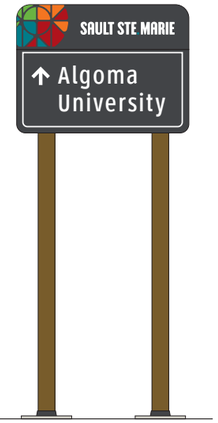


Gx-1b - Small

Gx-1
Retrofit Vehicular Guide



Gx-2
Vehicular Guide - Large (5")



Gx-2a
Vehicular Trailblazer- Large (6")



Gx-3
Vehicular Guide - Small (4")
New Pole

Gx-3a
Existing Pole



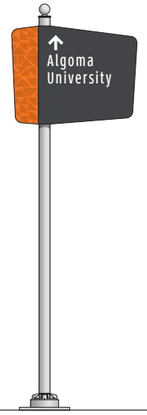
Gx-3b
Vehicular Guide - Compact (4")
Existing Pole

Gx-3c
Existing Pole



Gx-5
Vehicular Trailblazer - (5")
New Pole

Gx-5a
Existing Pole



Gx-4
Vehicular Trailblazer - (4")
New Pole

Gx-4a
Existing Pole



Gx-6
Symbol Placard, Large
New Pole

Gx-6a
Existing Pole



Ix-2
District Identification



Ix-3
Parking Lot Identification

Gx-7a
Symbol Placard -Small
Existing Pole

Sign Type

Sign Type Array

Scale

Not to scale

1	Silver
2	Grey
3	Red
4	Orange
5	Blue
6	Green
7	White
8	Gold
9	Dark Green
10	Parking Blue

Notes

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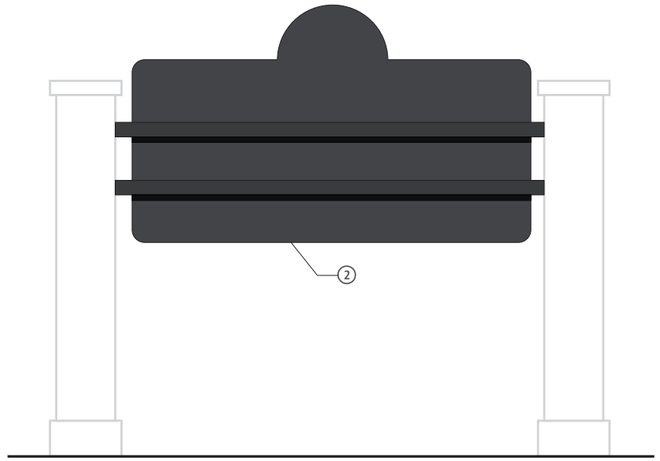
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231 947.1236

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



Front View



Back View



Color Detail

Sign Type

Ix-1 Boundary Marker - Large

Scale

3/8" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

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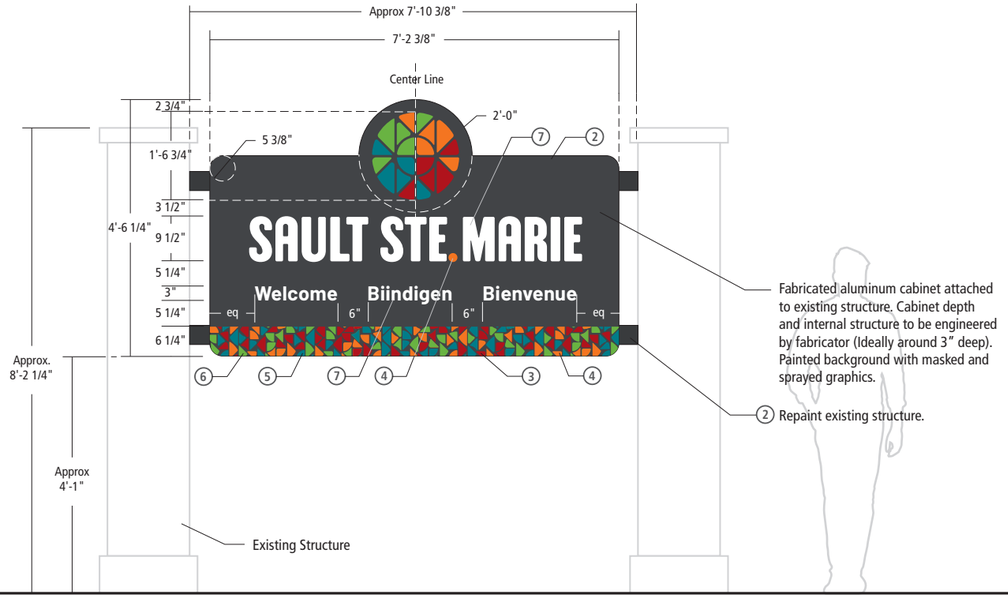
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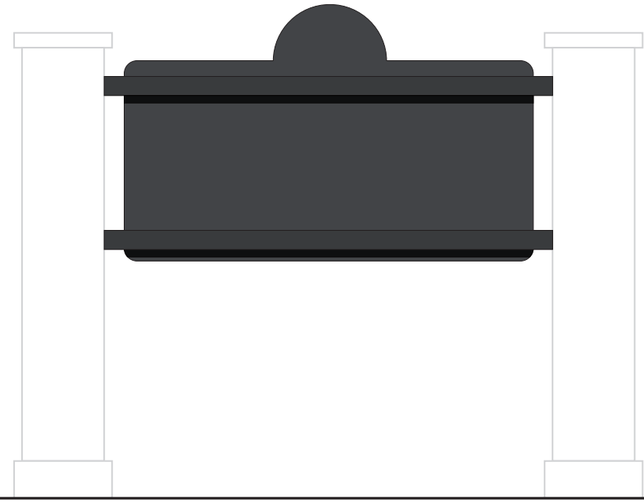
FABRICATOR TO PROVIDE ENGINEERED SHOP DRAWINGS FOR ENGINEER/OWNER REVIEW AND ACCEPTANCE.



Color Detail



Front View



Back View

Sign Type

Ix-1a Boundary Marker - Medium

Scale

3/8" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

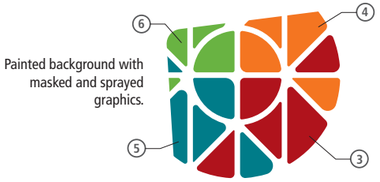
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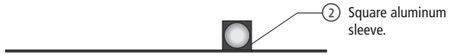
Client

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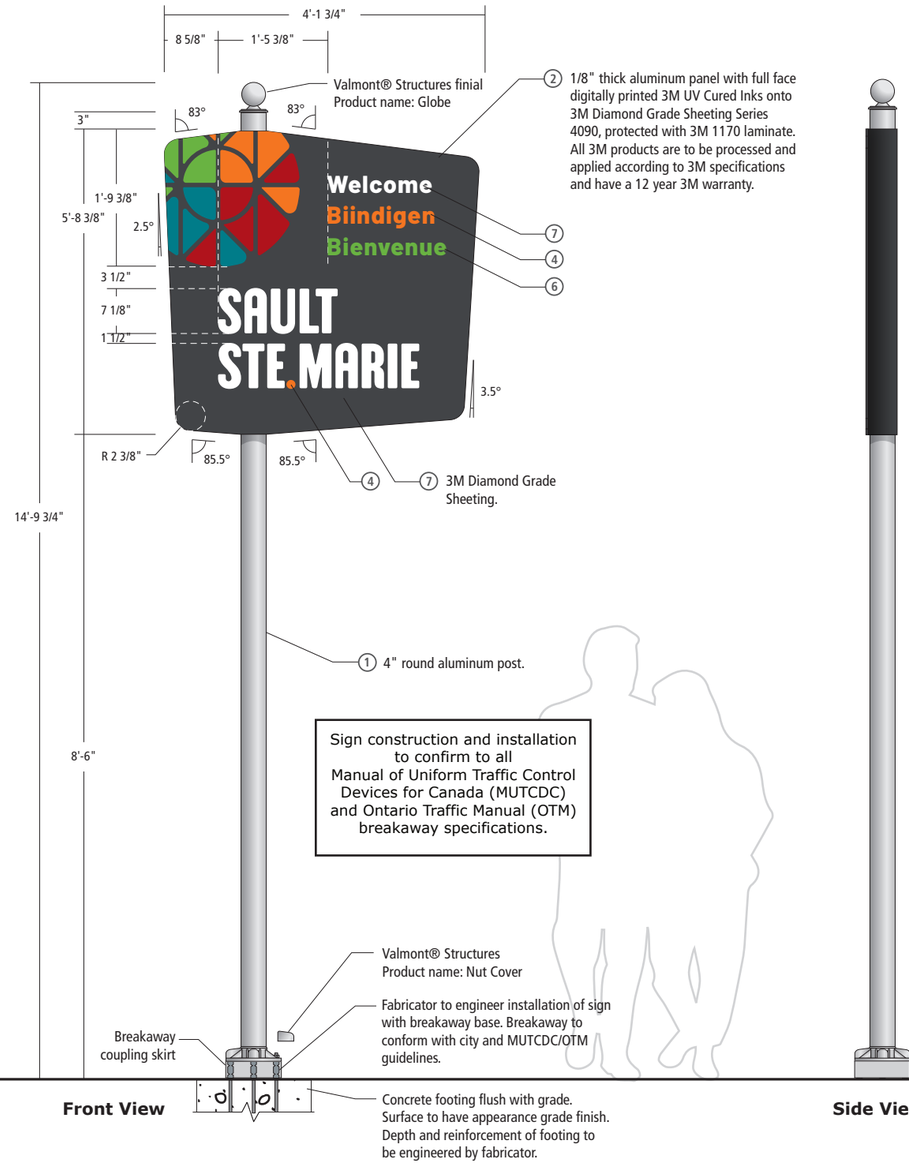
corbindesign
109 East Front Suite 304
Traverse City, MI 49684
231 947.1236



Color Detail

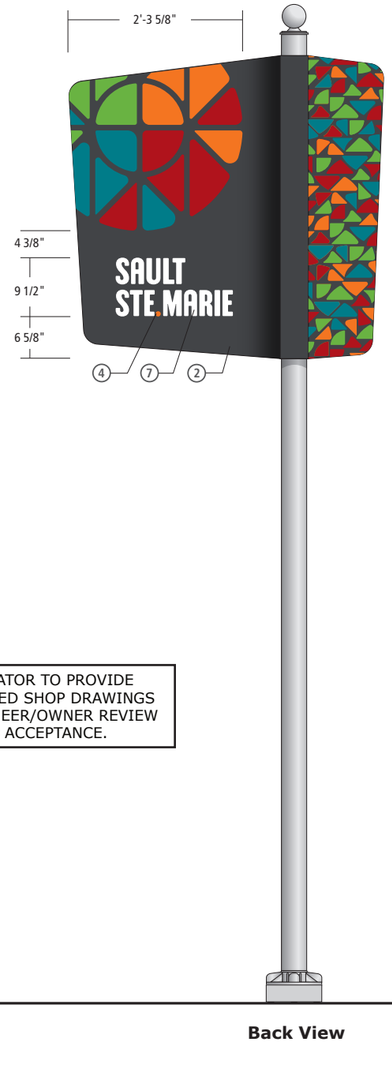


Top View



Front View

Side View



Back View

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Sign Type

Ix-1b Boundary Marker - Small

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1	Silver
2	Grey
3	Red
4	Orange
5	Blue
6	Green
7	White
8	Gold
9	Dark Green
10	Parking Blue

Notes

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Date	Description
06.28.2019	First Submission
07.11.2019	Revised
09.04.2019	**Phasing**

Client

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Color Detail



Gx-1 Front View
Sign 001 Layout Example

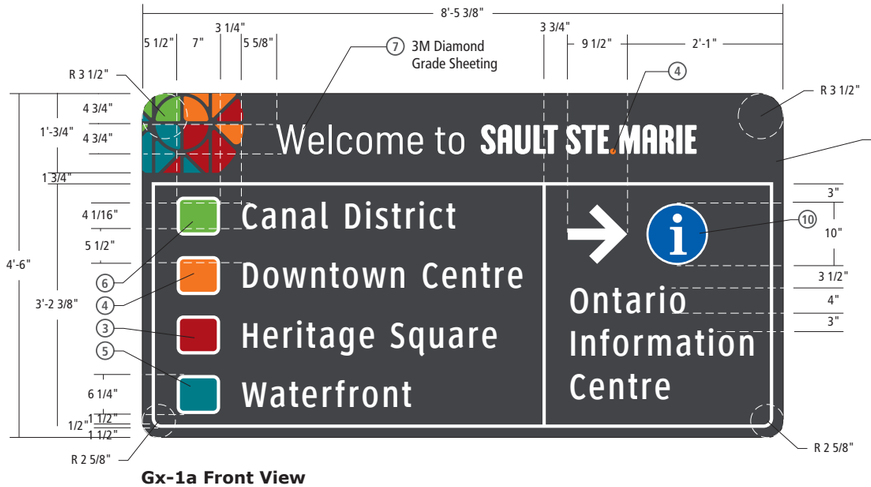
Sign construction and installation to confirm to all Manual of Uniform Traffic Control Devices for Canada (MUTCDC) and Ontario Traffic Manual (OTM) breakaway specifications.

The following sign types to be installed on various existing overhead sign structures. See Sign Message scheudle for a visual of the structures. Sizes and layouts are general in nature and will require custom layouts per sign location.

(2) Full face digitally printed 3M UV Cured Inks onto 3M Diamond Grade Sheeting Series 4090, protected with 3M 1170 laminate. All 3M products are to be processed and applied according to 3M specifications and have a 12 year 3M warranty.

Panel material, construction and installation to be determined after fabricator inspects existing sign panel and structure.

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Gx-1a Front View

(2) Full face digitally printed 3M UV Cured Inks onto 3M Diamond Grade Sheeting Series 4090, protected with 3M 1170 laminate. All 3M products are to be processed and applied according to 3M specifications and have a 12 year 3M warranty.

Panel material, construction and installation to be determined after fabricator inspects existing sign panel and structure.



Gx-1b Front View

Sign Type

Gx-1 Retrofit/Replace Existing Signs

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

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09.04.2019	**Phasing**

Client

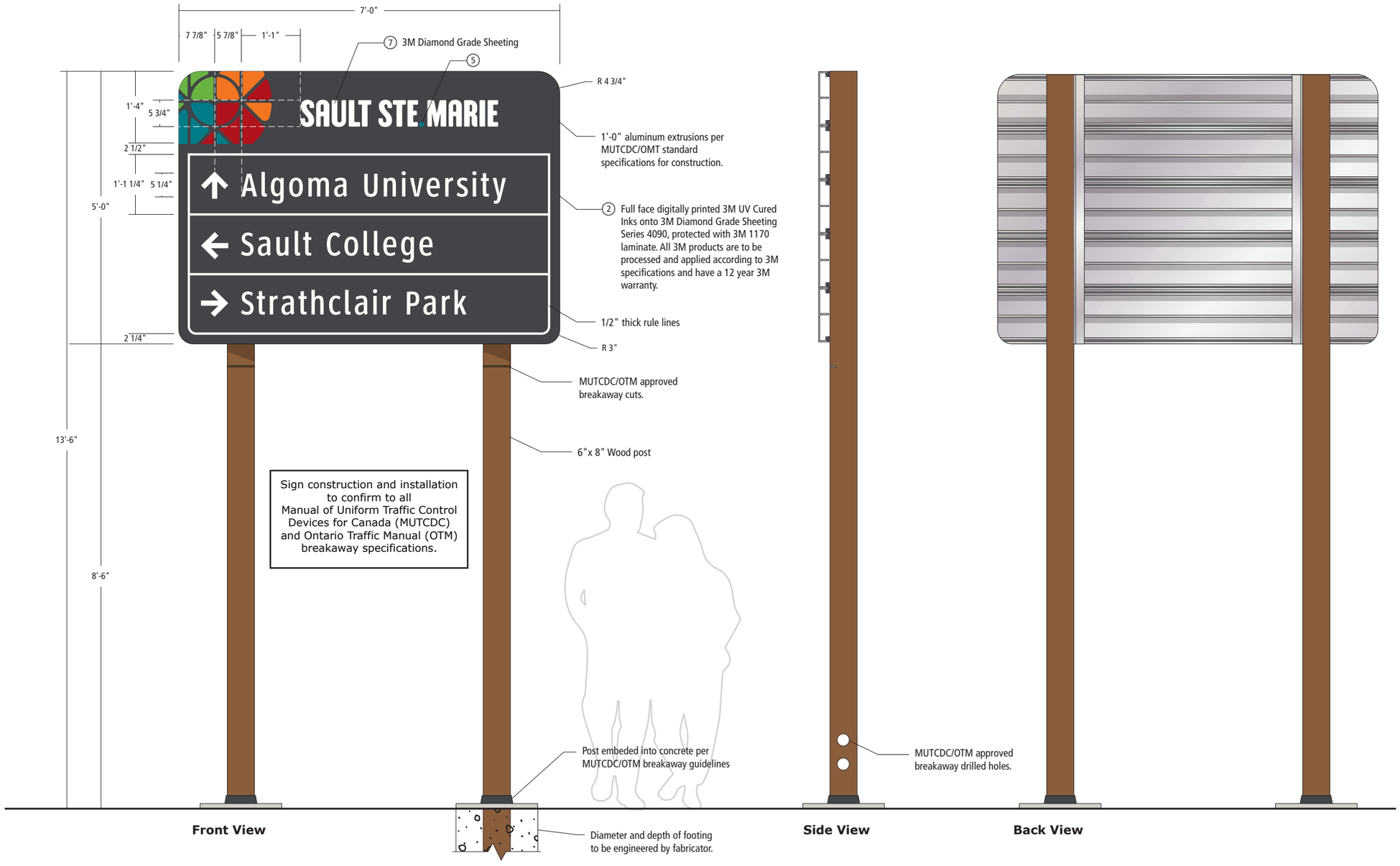
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Traverse City, MI 49684
231 947.1236



Color Detail

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Front View **Side View** **Back View**

Sign Type

Gx-1 Vehicular Guide - Large (5 inch)

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

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Client

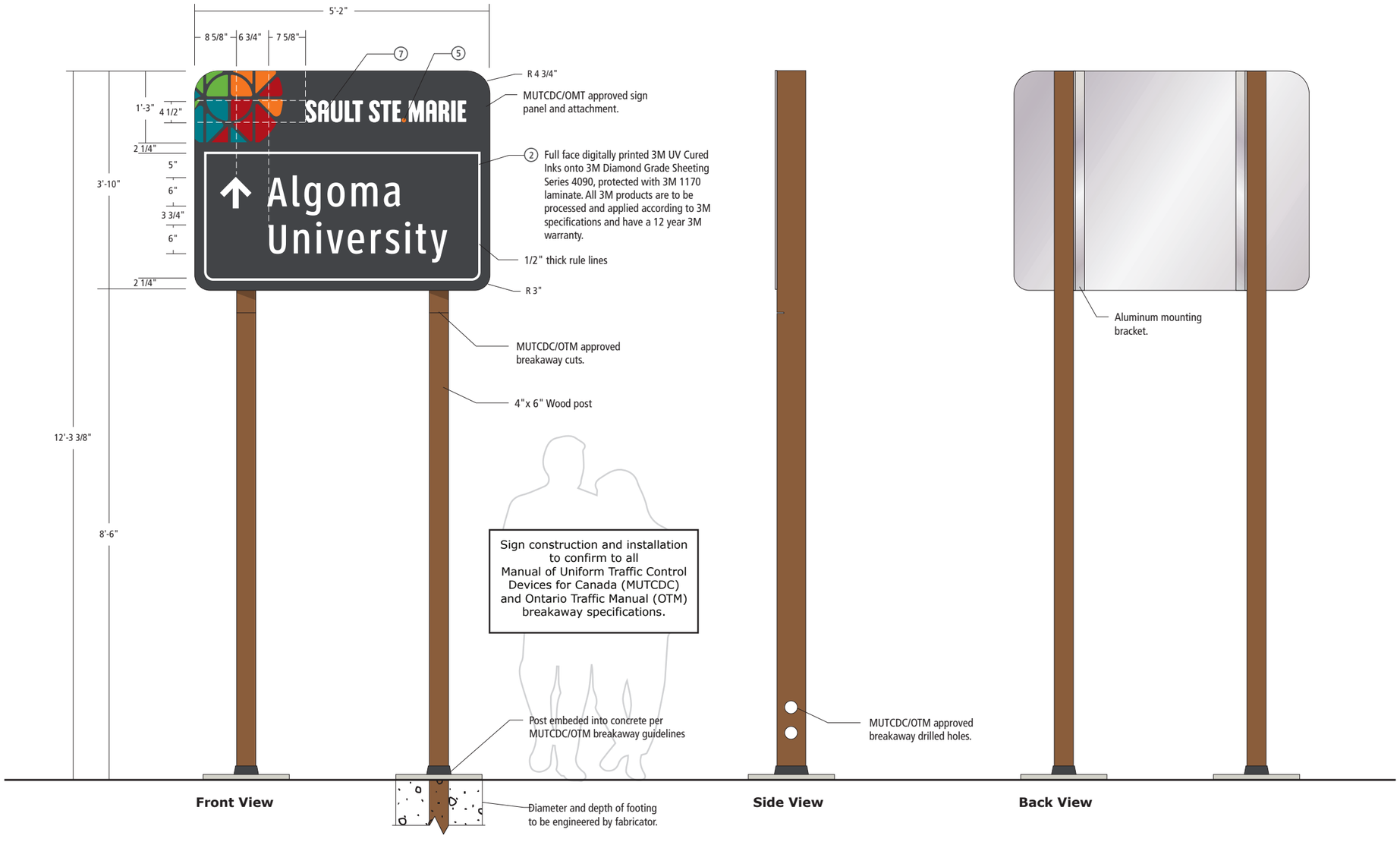
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Color Detail

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Sign Type

Gx-2a Vehicular Trailblazer - Large (6 inch)

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

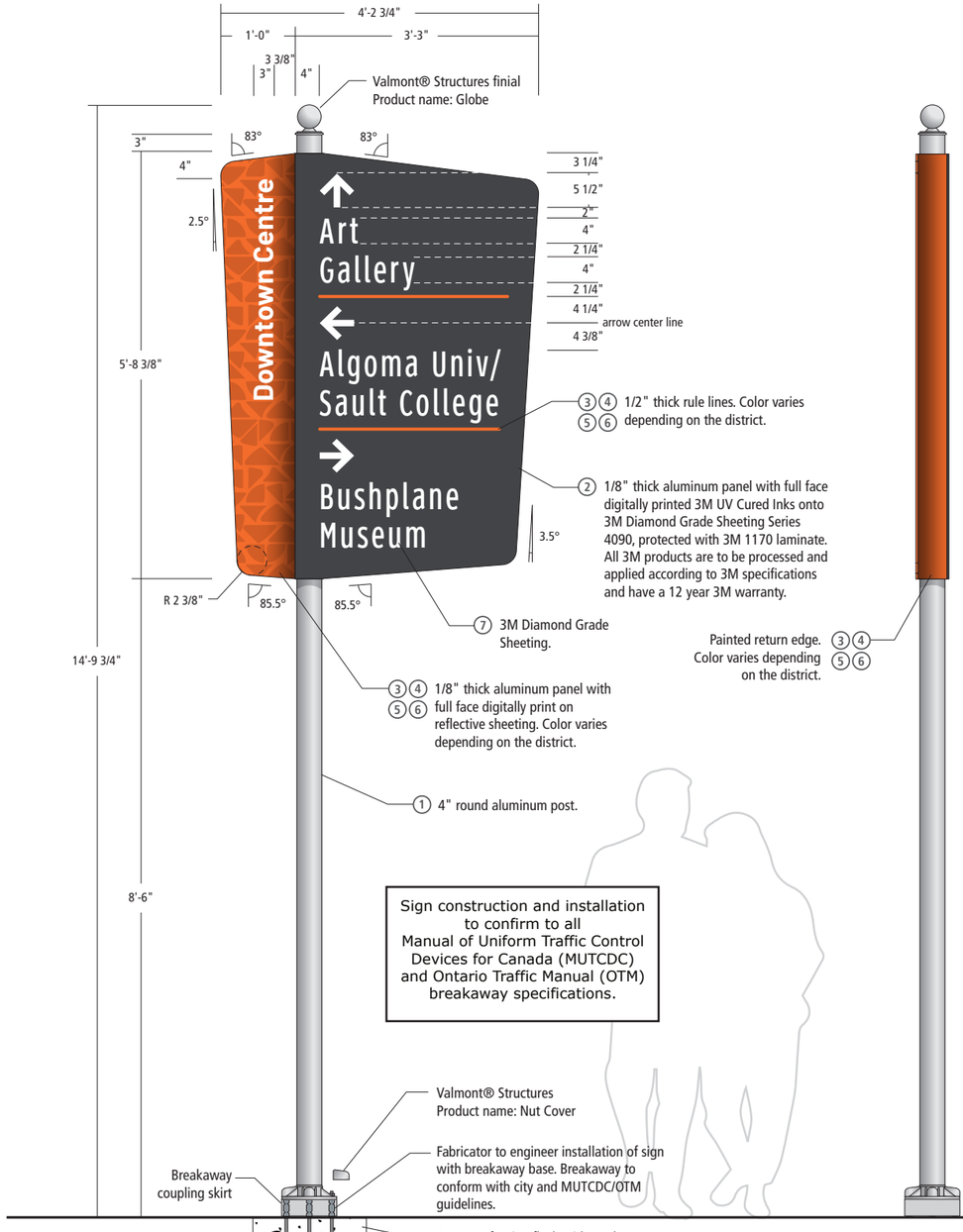
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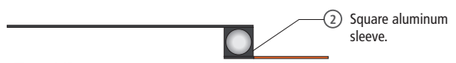
Date	Description
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09.04.2019	**Phasing**

Client

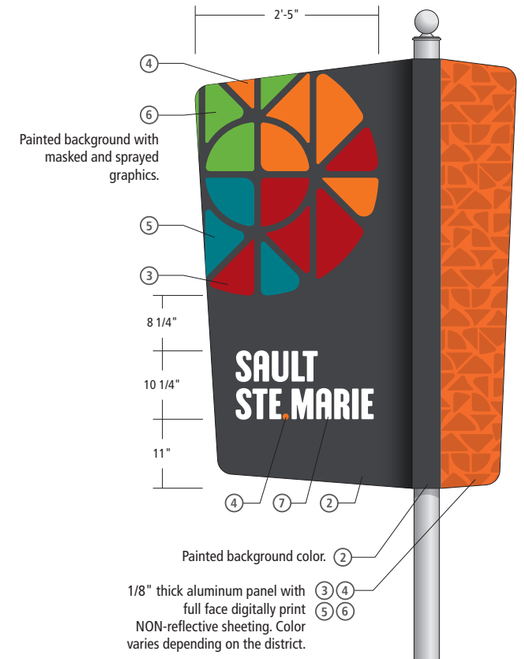
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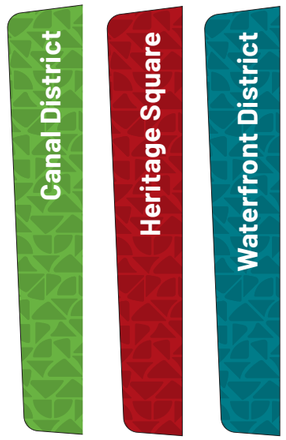


Top View



Value Engineering Option:

For the sign cabinet only, simplify the construction so that is similar to the Gx-3a cabinet.



District Banner Layouts



Front Side **Back Side**

Non-District Banner Layouts

Sign Type

Gx-3 Vehicular Guide - Small (4 inch) New Pole

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

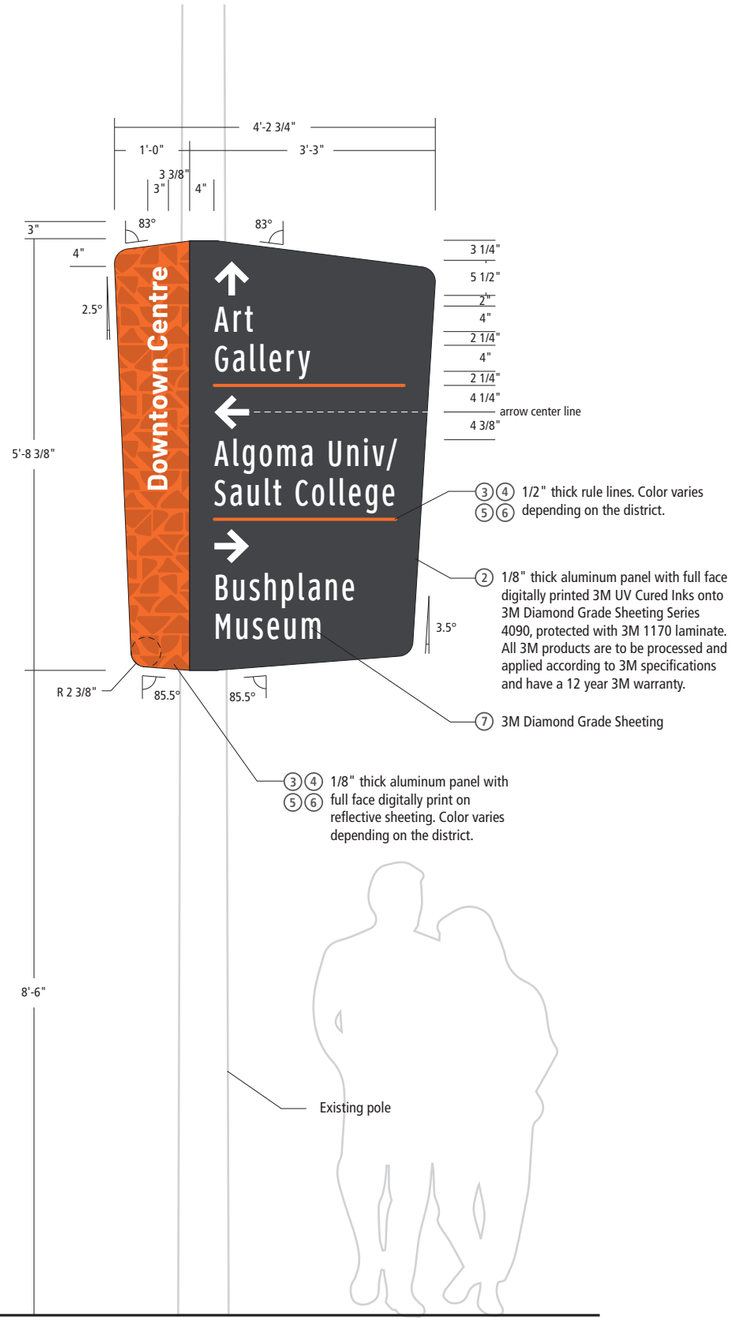
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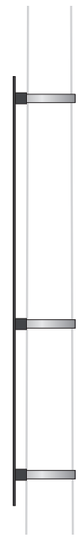
Client

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Front View

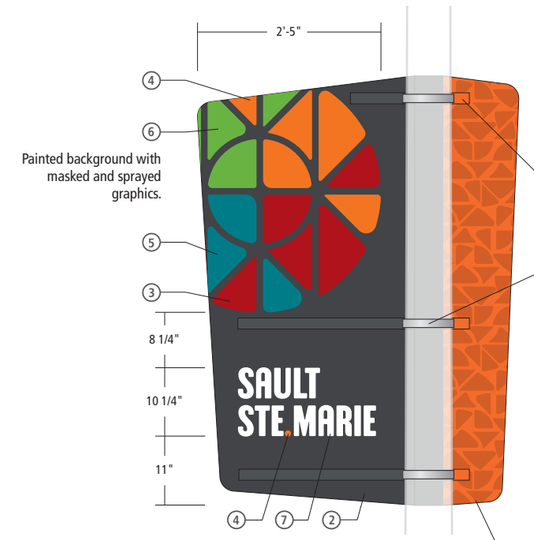


Side View

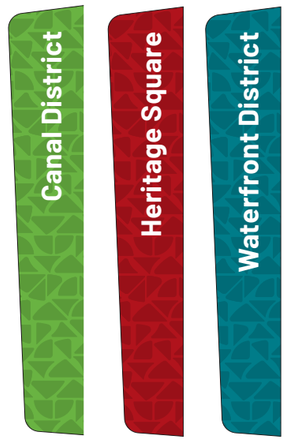


Top View

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Back View



District Banner Layouts



Front Side **Back Side**

Non-District Banner Layouts

Sign Type

Gx-3a Vehicular Guide - Small (4 inch) Existing Pole

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1 Silver
2 Grey
3 Red
4 Orange
5 Blue
6 Green
7 White
8 Gold
9 Dark Green
10 Parking Blue

Notes

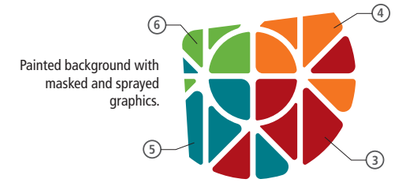
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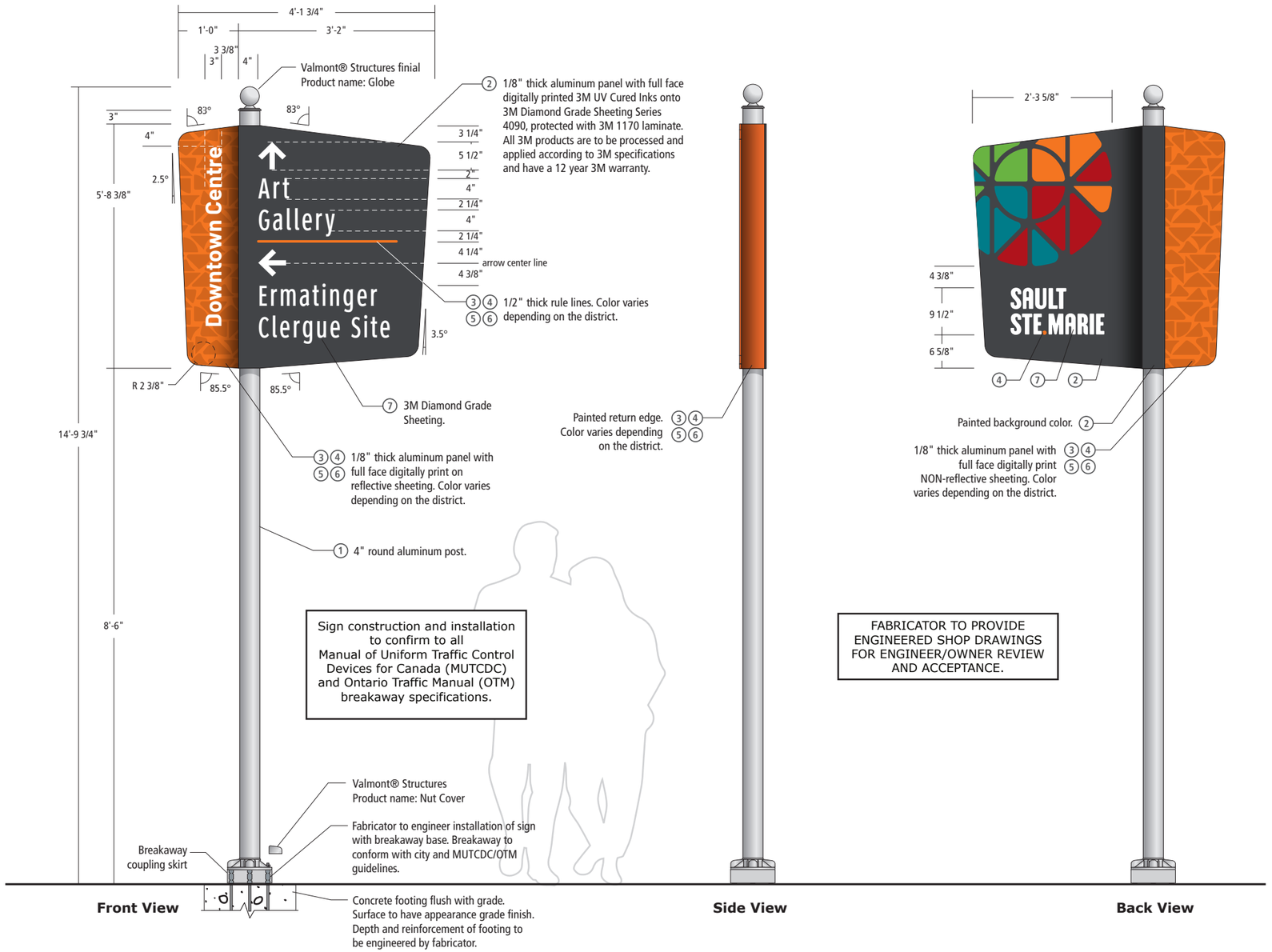
Color Detail



Top View

Value Engineering Option:

For the sign cabinet only, simplify the construction so that is similar to the Gx-3c cabinet.





District Banner Layouts



Front Side **Back Side**

Non-District Banner Layouts

Sign Type

Gx-3b Vehicular Guide - Compact (4 inch) New Pole

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

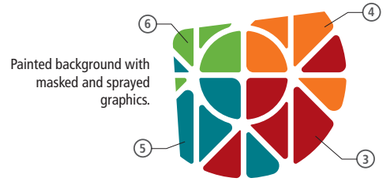
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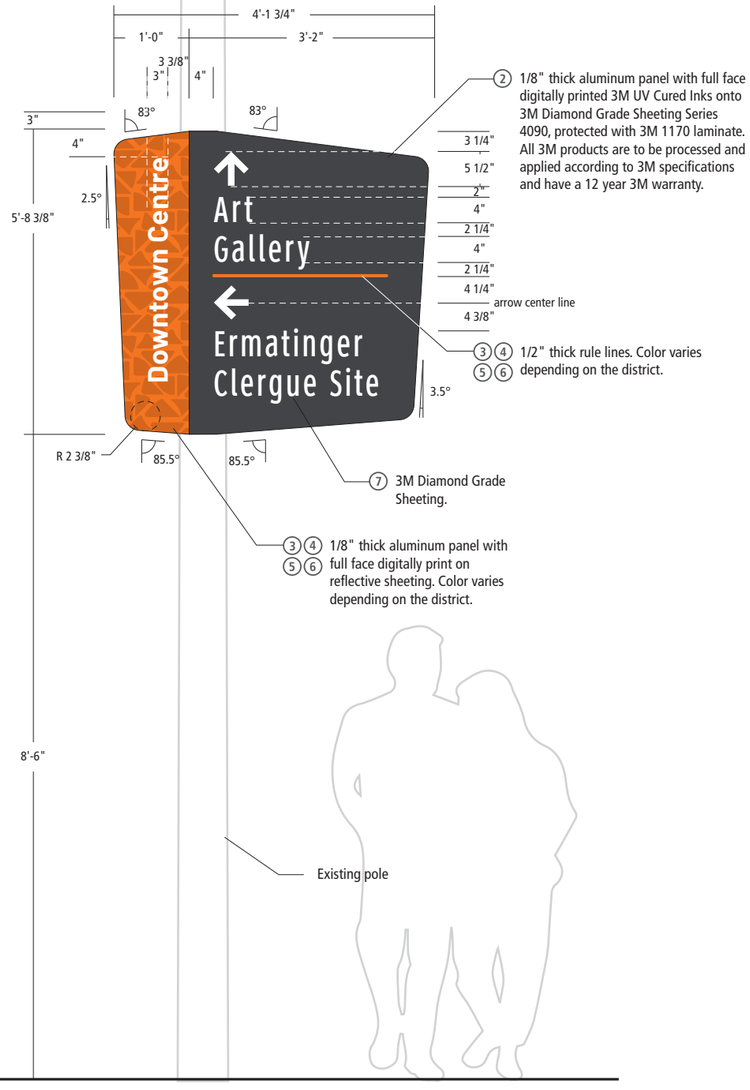
Painted background with masked and sprayed graphics.

Color Detail



Top View

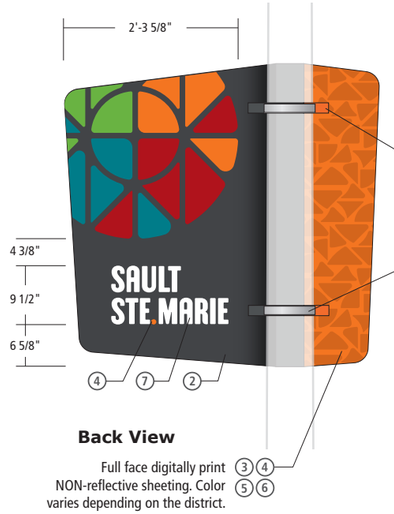
FABRICATOR TO PROVIDE ENGINEERED SHOP DRAWINGS FOR ENGINEER/OWNER REVIEW AND ACCEPTANCE.



Front View



Side View



Back View

Full face digitally print NON-reflective sheeting. Color varies depending on the district. 3 4 5 6



District Banner Layouts



Front Side **Back Side**

Non-District Banner Layouts

Sign Type

Gx-3c Vehicular Guide - Compact (4 inch) Existing Pole

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

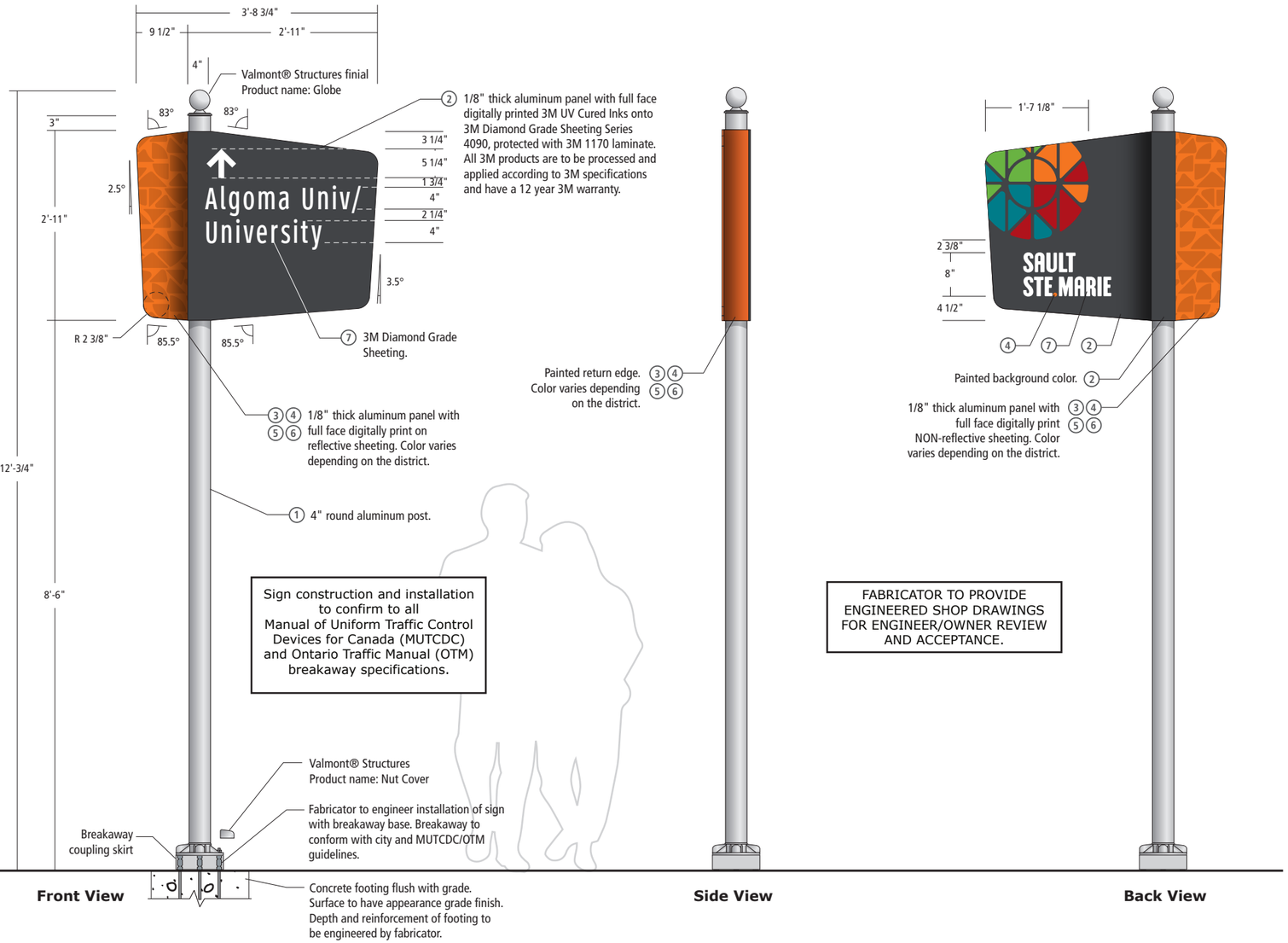
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Painted background with masked and sprayed graphics.

6 4 5 3

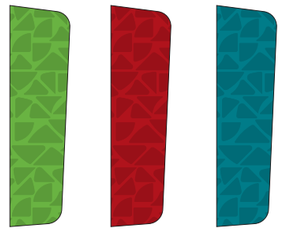
Color Detail



Top View

Value Engineering Option:

For the sign cabinet only, simplify the construction so that is similar to the Gx-4a cabinet.



District Banner Layouts



Front Side **Back Side**

Non-District Banner Layouts

Sign Type

Gx-4 Vehicular Trailblazer (4 inch) New Pole

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

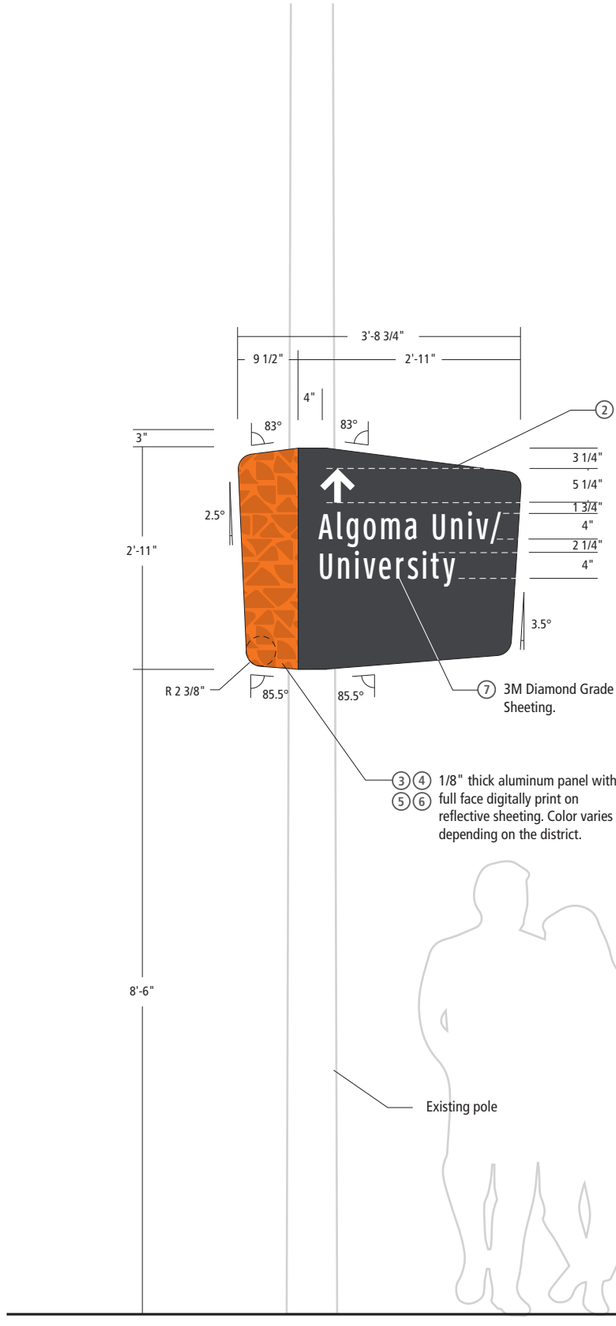
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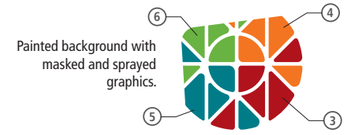
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Front View



Painted background with masked and sprayed graphics.

Color Detail

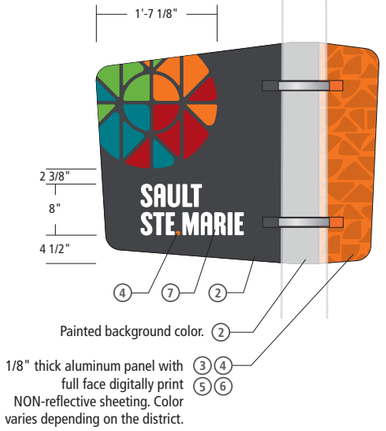


Top View

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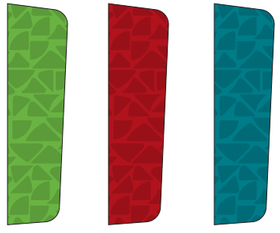


Side View



Painted background color. 2

1/8" thick aluminum panel with full face digitally print NON-reflective sheeting. Color varies depending on the district. 3 4 5 6



District Banner Layouts



Front Side **Back Side**

Non-District Banner Layouts

Sign Type

Gx-4a Vehicular Trailblazer (4 inch) Existing Pole

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

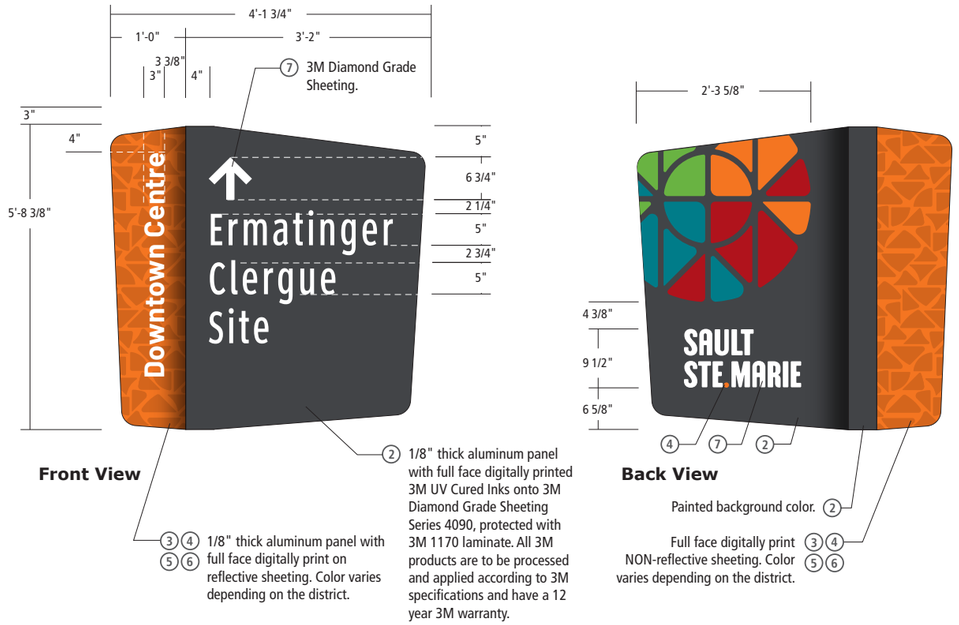
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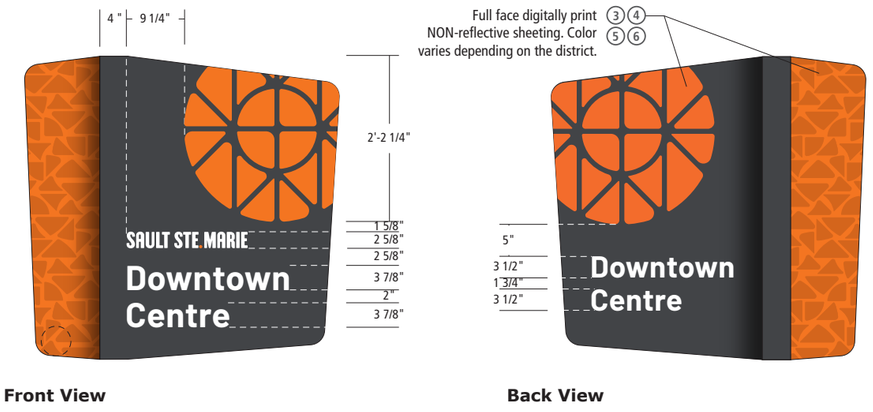
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Gx-5 Vehicular Trailblazer - (5") New Pole

Gx-5a Existing Pole



Ix-2 District Identification

Sign Type

Gx-5 Vehicular Trailblazer (5 inch) Ix-1 District Identification

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

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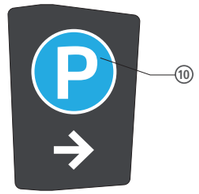
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Traverse City, MI 49684
231 947.1236

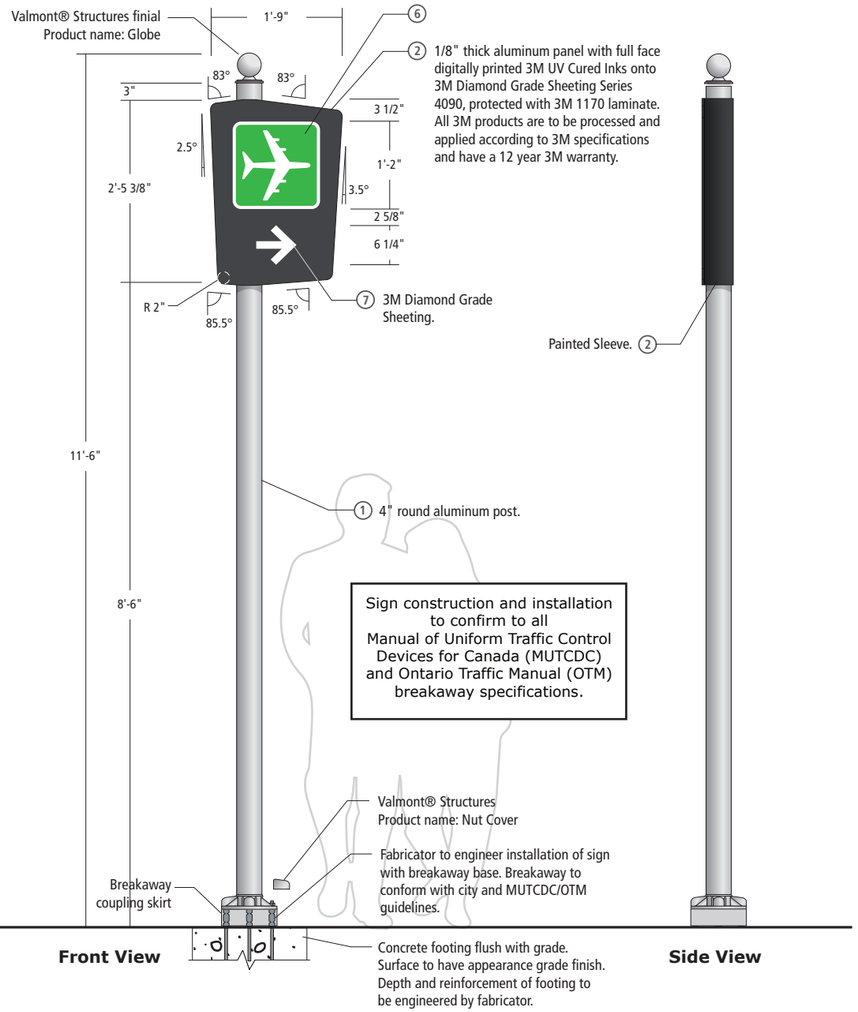
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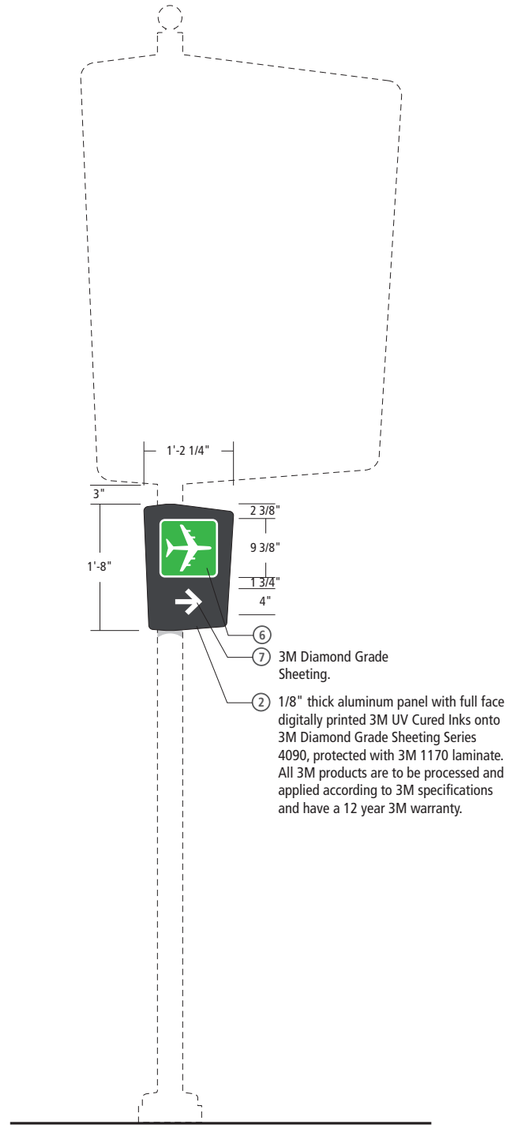
Top View



Alternate Symbol



Gx-6 Symbol Placard - Large



Gx-7 Symbol Placard - Small

Sign Type

Gx-6/7 Symbol Placard

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

Notes

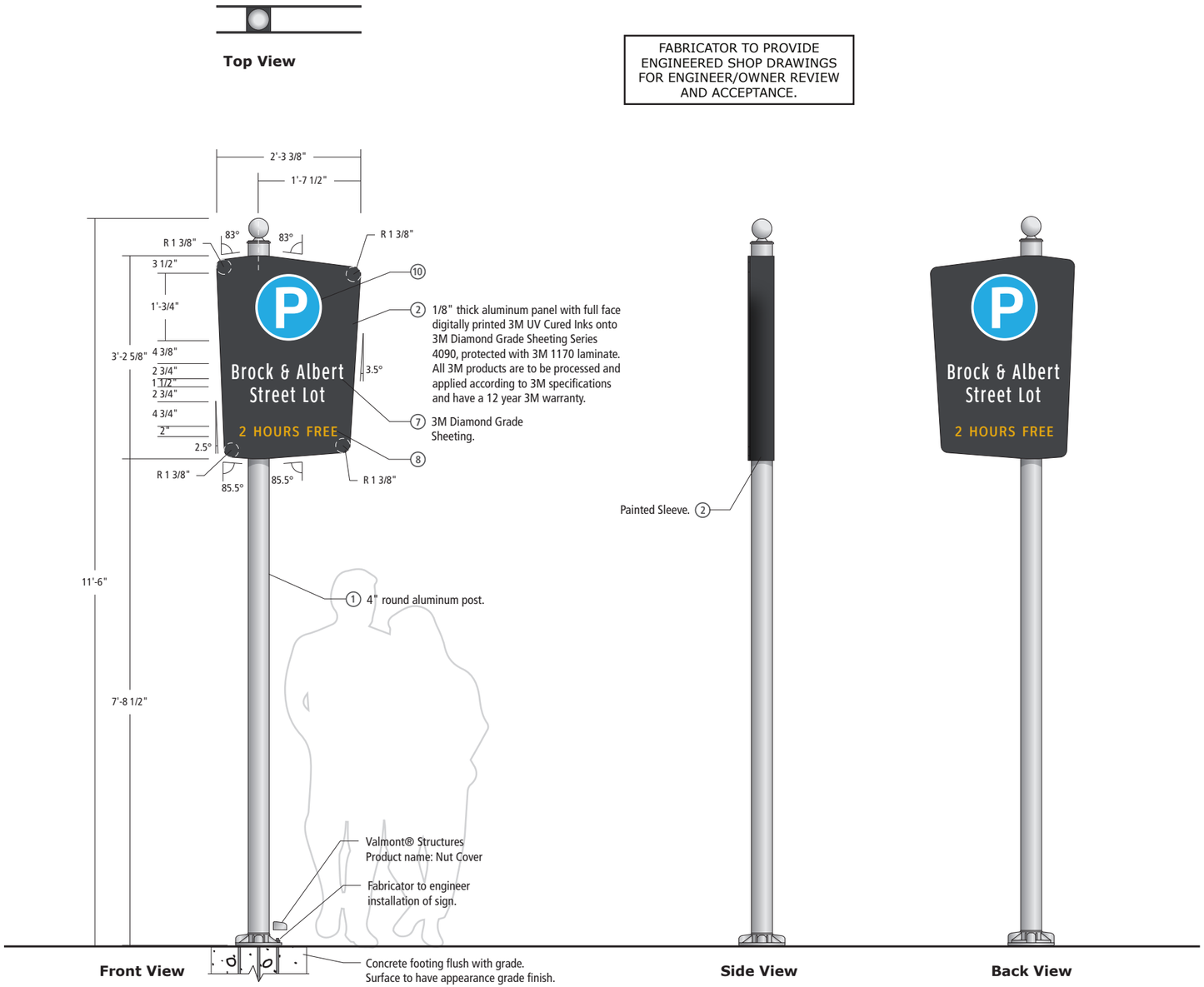
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Sign Type

Ix-3 Parking Identification

Scale

1/2" = 1'-0"
(on an 11 x 17 sheet)

1. Silver
2. Grey
3. Red
4. Orange
5. Blue
6. Green
7. White
8. Gold
9. Dark Green
10. Parking Blue

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07.11.2019	Revised
09.04.2019	**Phasing**

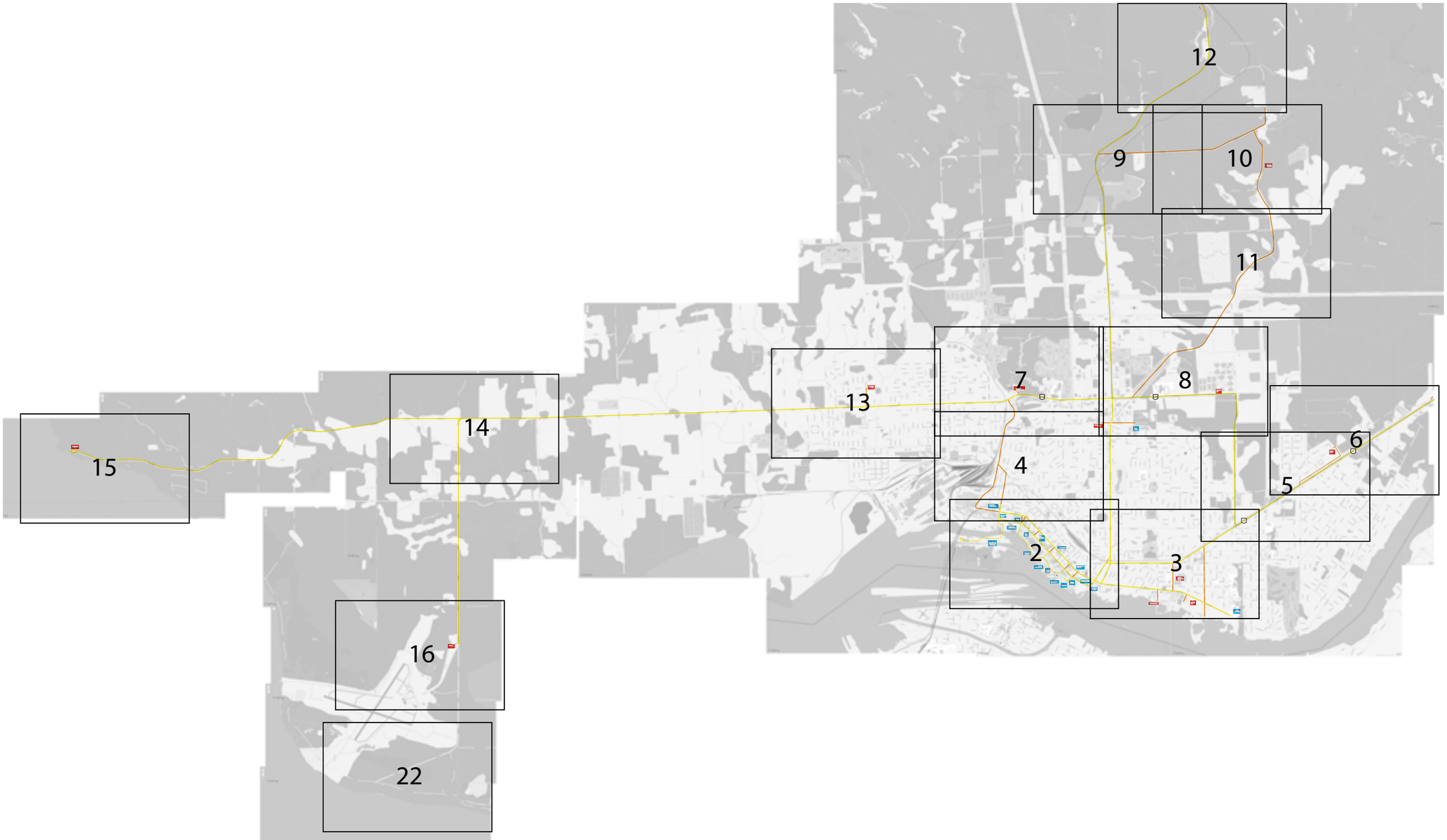
Client

SAULT STE.MARIE

corbindesign
109 East Front Suite 304
Traverse City, MI 49684
231 947.1236

Sign Location Plan

Overall Wayfinding



SIGN TYPE CODE

- Boundary Marker
- Various Guide Sign
- Parking ID
- Demolition Only
- Phase 1 Destinations
- Future Phase Destinations

DATE	DESCRIPTION
12.7.18	Preliminary Sign Locations
12.21.18	Revised
2.15.19	Revised
7.11.19	Revised
9.4.19	Phasing Plan
11.19.19	Bid Ready

corbindesign
415 S Union St., Second Floor
Traverse City, MI 49684
231 947.1236

Customs & Bridge to USA
Information Centre
Casino
Mill Market Farmers Market
Train Tours
GFL Memorial Gardens
Courthouse
Waterfront Boardwalk
Bondar Park & Pavilion
Bondar Marina
Civic Centre
Clergue Park
Art Gallery
Public Library
Sault Ste. Marie Museum
Ermatinger Clergue National Historic Site
Bushplane Museum
Sault Ste. Marie Canal National Historic Site

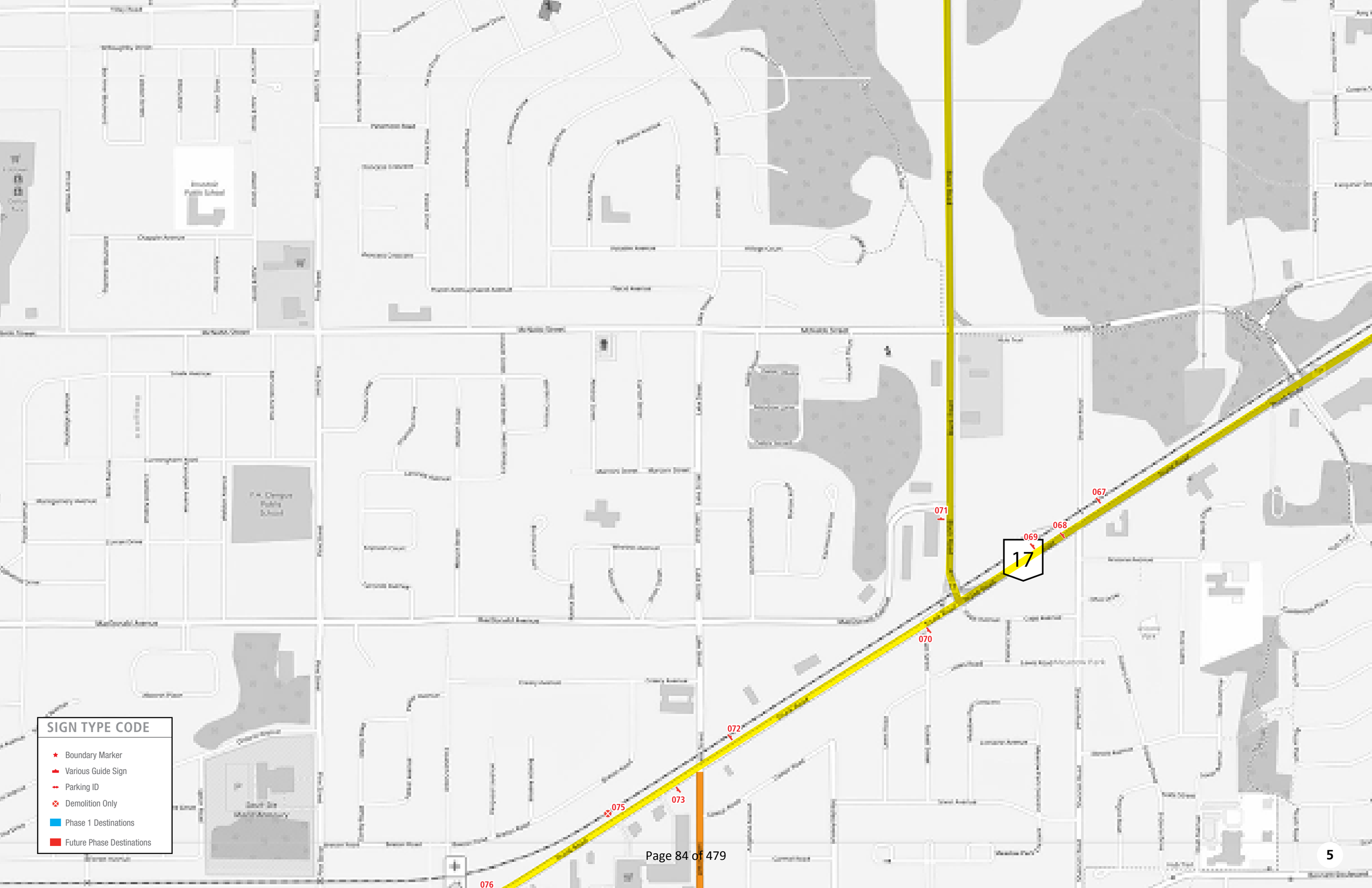
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SIGN TYPE CODE

- Boundary Marker
- Various Guide Sign
- Parking ID
- Demolition Only
- Phase 1 Destinations
- Future Phase Destinations


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049 NW
049a
050
051
052
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057
058
074
Bushplane Museum
Bellevue Marina
Rhodes Community Centre
Bellevue Park
Algoma University
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations


SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations
Customs & Bridge to USA
Information Centre
Casino
Mill Market Farmers Market
Train Tours
117
116
002
003
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014a
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027


SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations
17
067
068
069
070
071
072
073
075
076
McNabb Street
McNabb Street
Page 84 of 479
5


060
17
Rankin Arena
065
061
064
063
062
066
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations

Fort Creek Conservation Area

123

124

122

550

126

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125

121

128

esri

SIGN TYPE CODE

- Boundary Marker
- Various Guide Sign
- Parking ID
- Demolition Only
- Phase 1 Destinations
- Future Phase Destinations

SIGN TYPE CODE

- Boundary Marker
- Various Guide Sign
- Parking ID
- Demolition Only
- Phase 1 Destinations
- Future Phase Destinations

149
148
148a
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141
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151
152
153

Soo Pee Wee Arena
Sault College
Strathclair Park

550

esri


156
155
154
esri
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations


159
160
158
Hiawatha Highlands
esri
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations

158

Hiawatha Highlands

esri

SIGN TYPE CODE

- Boundary Marker
- Various Guide Sign
- Parking ID
- Demolition Only
- Phase 1 Destinations
- Future Phase Destinations


157
esri
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations

McMeeken Arena

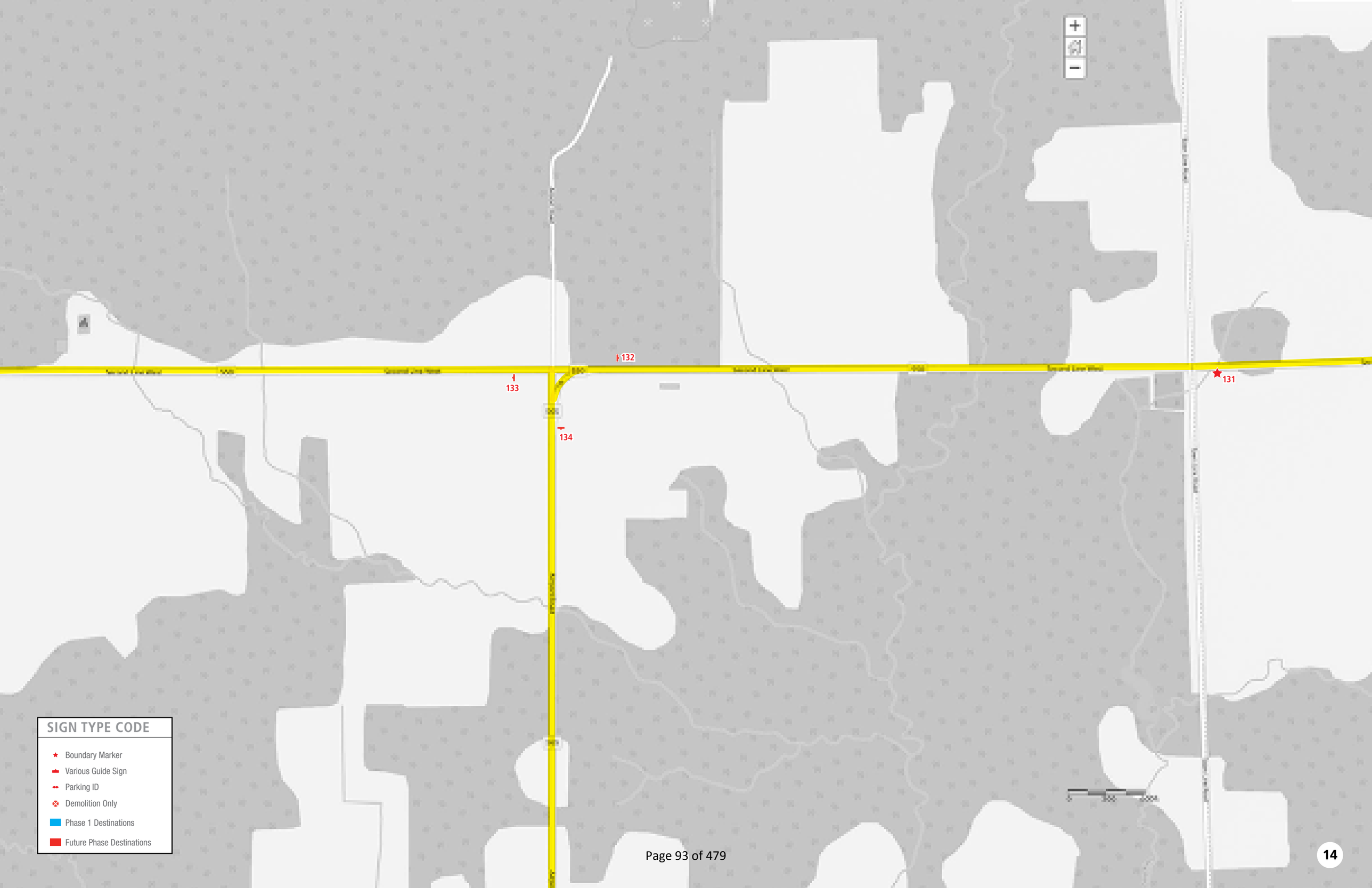
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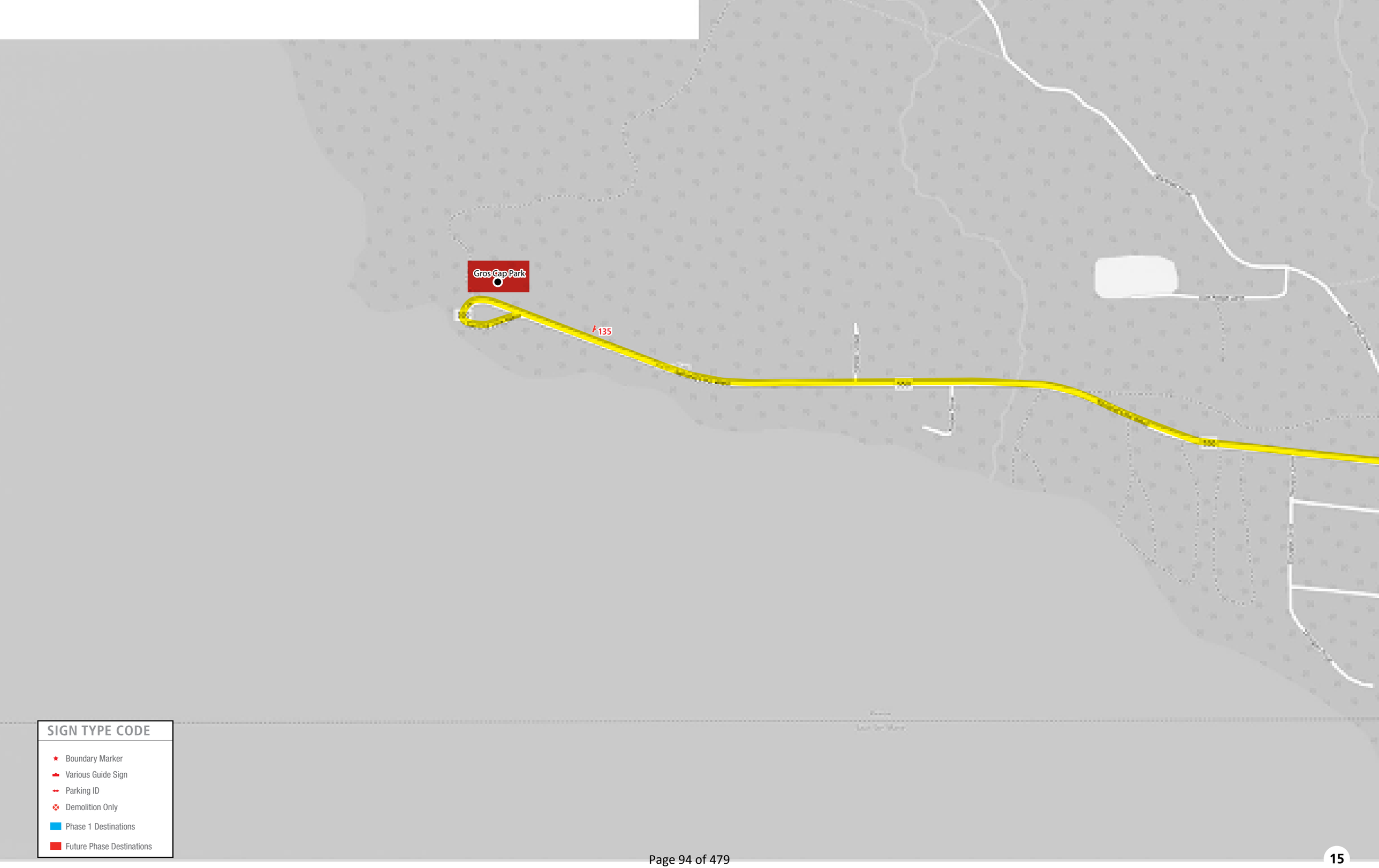
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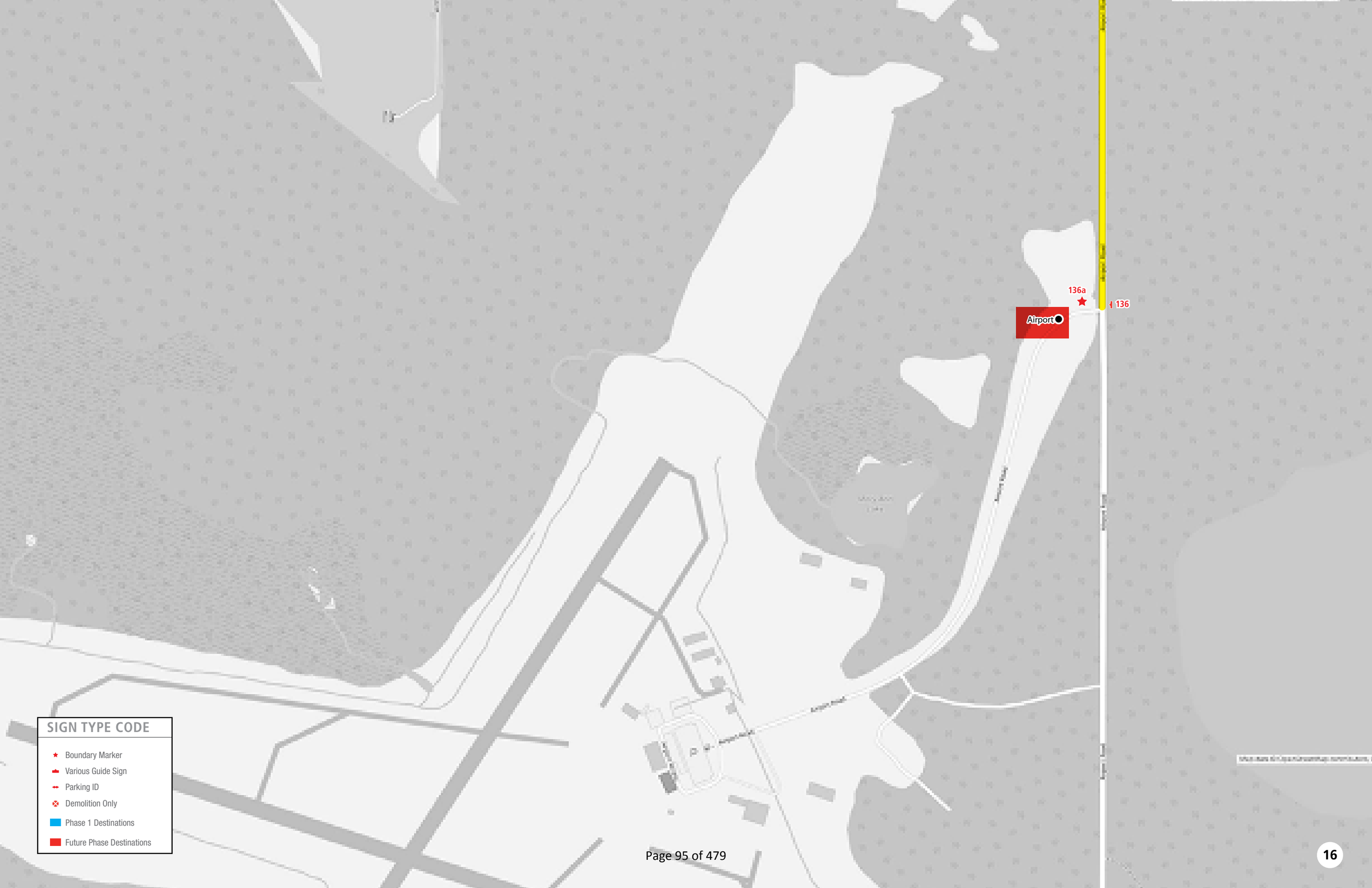
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SIGN TYPE CODE

- Boundary Marker
- Various Guide Sign
- Parking ID
- Demolition Only
- Phase 1 Destinations
- Future Phase Destinations


132
133
134
131
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations


Gros Cap Park
135
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations


136a
136
Airport
SIGN TYPE CODE
Boundary Marker
Various Guide Sign
Parking ID
Demolition Only
Phase 1 Destinations
Future Phase Destinations

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Sault Gymnastics Club Lease**

PURPOSE

The purpose of this report is to seek Council's approval to enter into a five (5) year lease with the Sault Gymnastics Club (Club).

BACKGROUND

The Sault Gymnastics Club has had a long-standing lease with the City occupying space at the John Rhodes Community Centre on the second level. Under an agreement dated March 1, 2000, the Club agreed to pay to the City the capital costs attributable to the expanded gymnastics area (10,724.321 sq.ft. as opposed to 7,123.424 sq.ft. originally). The capital costs were $271,400 and the Club agreed to pay to the City as a loan repayment over twenty (20) years annual installments with interest on the amount outstanding from year to year at the rate of $2,000 per month until the capital cost was retired. Financing was secured by the City to cover the capital costs to facilitate. The agreement provided for three (3) renewal options of five (5) years and, if each were renewed, would have an expiry of December 31, 2019. The agreement was signed by the Club President and Vice President.

At the meeting dated February 7, 2005 Council passed By-Law 2005-18 authorizing a new lease from January 1, 2005 to December 31, 2009 with the option to renew for two (2) further five (5) year periods.

At a meeting dated October 21, 2013 City Council passed By-Law 2013-178 which authorized an agreement between the City and the Club for the provision of a municipal capital facility at the John Rhodes Community Centre. A supporting By-Law 2013-179 further authorized for tax exemption of this space.

ANALYSIS

The existing lease agreement expires December 31, 2019 and the loan will be paid in full in March 2020. Current agreement is as follows:

- A nominal one (1) dollar rent payment
- $2,000 monthly loan repayment
- $500/month for utilities (has not increased since January 2005)

Staff have met Club representatives on a number of occasions to discuss the existing agreement and payment arrangements moving forward. The concept of rent and a more reflective payment for actual utility costs was introduced with timing to occur after the loan has been repaid this coming March 2020. It was the Club's understanding that rent would never be charged once the loan was paid in full.

Staff respect the Club's point of view and have agreed to bring a five (5) year lease agreement forward with two (5) year renewal options contingent on successful negotiations. A six (6) month notification period for each renewal will be part of this agreement and it will be noted that the concept of rent will be discussed as part of the renewal negotiations.

Components of the proposed lease agreement are as follows:

• January 1, 2020 to March 1, 2020: $2,000 monthly Loan payment (Capital Loan will be paid in full)
• January 1, 2020 to March 1, 2020: $500 monthly Utilities Payment
• April 1, 2020 to December 1, 2025: $1 nominal rent
• April 1, 2020 to December 1, 2025:
    - Monthly Utilities payment of $1,654.62 based on a discounted rate of $1.85 per sq. ft. A Consultant report (I.B. Storey Professional Energy Solutions) from 2010 indicated a rate of $5.29/square ft. for the facility for Utilities ($1.85/sq. ft. is 35% of Energy Assessment Cost of $5.29/sq. ft.). Current rates for utilities range from $1.99 to $7.01 per sq. ft. for the Northern Community Centre/W.J. McMeeken/John Rhodes Arena/John Rhodes Pool, which further supporting the $1.85/sq. ft. being a fair price. Utilities will adjust annually in alignment with CPI Ontario.
• Copy of year-end Financial Statements to be submitted to the City annually.

Staff recognizes the importance the Club plays in providing an opportunity for youth in the community, the services fit well within the facility and the space was specifically designed for this purpose. Therefore, staff recommends the agreement as proposed.

FINANCIAL IMPLICATIONS

This new agreement will provide for an incremental $65,813.34 over the five (5) years in recovery of utility costs not including CPI Ontario impact:

Year	Incrmental	Length	Months	Total
2020	$ 1,154.62	Apr-Dec	9	$10,391.58
2021	$ 1,154.62	Full Year	12	$13,855.44
2022	$ 1,154.62	Full Year	12	$13,855.44
2023	$ 1,154.62	Full Year	12	$13,855.44
2024	$ 1,154.62	Full Year	12	$13,855.44
Total				$65,813.34

STRATEGIC PLAN / POLICY IMPACT

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Developing Partnerships with our Key Stakeholders and collaboration with community partners, which is essential to our success.
- Improves Quality of Life by supporting recreation and culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 12 02 be received and By-law 2019-233 authorizing the signature of the agreement appears elsewhere on the Council agenda for approval.

Respectfully submitted,



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

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Revenue Generating from Advertising**

PURPOSE

The purpose of this report is in response to a Council resolution with respect to advertising opportunities within the City and to seek approval to move forward with the recommended options.

BACKGROUND

At the May 8, 2017 Council meeting the following resolution was passed to bring forward a report to explore opportunities for revenue generating from advertising.

> **Revenue Generating from Advertising**
>
> Whereas the City of Sault Ste. Marie maintains park benches, garbage cans, bus stops and other permanent structures and objects throughout the City of Sault Ste. Marie; and
>
> Whereas many municipalities in Ontario use their permanent structures and objects as advertisement revenue generators; and
>
> Whereas the City of Sault Ste. Marie must look at every opportunity to generate new revenues to offset future municipal tax increases;
>
> Now Therefore Be It Resolved that staff be requested to investigate using permanent objects and structures in the City of Sault Ste. Marie as revenue generating tools.
>
> **Carried**

ANALYSIS

City staff have contacted other municipalities to investigate how City assets are utilized in terms of advertising and have confirmed the following:

	Ads on City Park Benches	Ads on City Garbage Cans	Ads at City Bus Stops
Sudbury	• **No**	• **No**	• **Yes** • Third party
Timmins	• **No**	• **No**	• **No**
North Bay	• **No**	• **No**	• **Yes** • Transit benches • Third Party
Thunder Bay	• **No**	• **No**	• **Yes** • Shelter & benches • Third party
London	• **No**	• **No**	• **Yes** • Shelter & benches • Third party

Current Advertising Methods in place within the Municipality:

Transit Services

- Bus Advertising contract with Northern Transit and Arena Advertising Agency
  - Five (5) year term expiring Feb. 28, 2023 (1 year extension clause)
  - $37,000 for year 2020 ($500 increase per year)
  - In addition to licencing fee 5% of the Company's annual gross billings

Community Centres

- GFL Memorial Gardens (In partnership with the Soo Greyhounds). Advertising amounted to approximately $600,000 for the 2018/19 season of which the City shared in 10% (approximately $60,000 to the City).
- John Rhodes Arena #1 - Rink Board and Wall Advertising
- John Rhodes Arena #2 – Rink Board, Wall and Lobby Advertising (In partnership with the Soo Thunderbirds-City shares in 10%).
- W. J. McMeeken Arena – Rink Board Advertising
- Pool Advertising (Appendix A)

Parks

- Commemorative Bench Program (Appendix B)
- Parks Property or Facilities (Appendix C)
- Naming or Re-naming of Parks and Sports Complexes or Facilities within City-Owned and Operated Parks and Sports Complexes (Appendix D)

Future Advertising Opportunities:

- Screens redeployed from GFL Memorial Gardens clock to John Rhodes Community Centre.
- On-Demand Transit App powered by VIA
- Mobile Payment App powered by Passport Inc.
- Bus Bench and Shelter Advertising
- Northern Community Centre – Wall Advertising (specific areas)
- Expand Commemorative Bench program to include covered picnic tables and trees
- Introduction of a flowerbed sponsorship program

A number of staff were consulted from Planning, Recreation and Culture and Public Works to provide input into the process. Feedback is as follows:

Planning - A major goal when drafting Signs By-law 2017-35 was to reduce the overall 'sign clutter' in the community. Reducing 'off-site advertising' and advertising within the public Right of Way (ROW) was viewed as an appropriate way of achieving this goal. The first draft of the by-law exempted any signage erected by the city (like on bus shelters, benches, etc.) from the by-law. The Sign By-law Committee made a conscious decision to remove this clause. At that time, the billboard industry was lobbying for more locations and aesthetic issues were raised with the countless portable signs throughout the community. The Committee was of the opinion that it would not be fair to propose a more restrictive by-law, yet at the same time exempt the City. If the City were to start 'off-site advertising' upon structures within the ROW, such as benches and bus shelters it is anticipated that there would be a backlash from the billboard and portable sign industries.

Recreation and Culture – Historically the City has been very restrictive in parks locations and have only allowed the commemorative bench program. This is reflective of what is in practice in the five other municipalities that were contacted. If reconsideration of this practice were to be undertaken, it should be brought to the Parks and Recreation Advisory Committee for further comment. Parks are a tangible reflection of the quality of life in a community and provide places for families and social groups to gather and play. They are designed for individuals of all ages and economic status, regardless of their ability to pay for access. Nature-based recreation fosters a better understanding and appreciation for all aspects of nature. Introduction of advertising signage into these spaces may affect the natural feel of space and intended experience of the user.

Public Works – Public Works supports the comments made by Recreation and Culture and Planning Departments and has been committed to reduce sign pollution. Public Works is excited to move forward with the wayfinding project in order to provide a cleaner more organized method of getting the message out for our Parks and Recreational space. In general, they do not recommend signage on benches, bus shelters, etc. Furthermore, most benches in our parks do not have backs to advertise on thus eliminating this as a current option.

Staff recommend the following expanded options for Advertising:

1. Once the old clock from the GFL Memorial Gardens is decommissioned, confirm redeployment of screen(s) is possible to the John Rhodes Community Centre and sell advertising accordingly.
2. Transit Services to explore On-Demand Transit App powered by VIA and Mobile Payment Parking App powered by Passport for advertising options. Transit Services will draft a policy for review prior to implementation and utilize the Bus Fleet Advertisement arrangement as a guide.
3. Implement wall advertising at the Northern Community Centre (specific areas will be designated).
4. Expand the Commemorative Bench program to include covered picnic tables and trees (policy will be developed and reviewed prior to implementation).
5. Review implementation of a "flowerbed sponsorship program" (revenue generating through user fee to be proposed in 2020) with appropriate recognition.
6. To continue current process of not permitting advertising in park space in alignment with other municipalities that were compared.
7. No advertising on bus shelters or benches (Appendix E). As indicated the City has made a commitment to beautifying our community and through the previous sign committee it was agreed that bus shelter and bench advertising was not recommended with heavy consultation and input from the private sector. Potential revenue from shelter revenue would have only amounted to $2,000 on the low end to $10,000 on the very high end annually.

FINANCIAL IMPLICATIONS

Any incremental sales revenue and margin will be tracked very closely in 2020. If there is a substantial change it will be reflected in the 2021 Operating Budget.

STRATEGIC PLAN / POLICY IMPACT

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

• It supports the Community Development and Partnership focus of Maximizing Economic Development & Investment with the commitment to maintain financial viability.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 12 02 concerning Revenue Generated from Advertising be approved.

Respectfully submitted,



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

Appendix A - Pool Advertising Signage

Subject: John Rhodes Community Centre Pool Advertising Signage
Service Area: Community Services Department – Community Centres Division
Source: Manager Community Services
Date: 2018 01 12

Purpose:

The purpose of this policy is to ensure that permitted advertising is displayed in an appropriate manner at the John Rhodes Community Centre Pool and does not interfere with required informational signage.

Advertising:

Permission may be granted to user groups to post sponsor advertising signage, all in accordance with Algoma Public Health inspector recommendations. Signage must be made of a material and be of a specified size as approved by the Aquatic Supervisor and the content of the signage must be approved in writing by the Manager of Recreation and Culture. Sponsor exclusivity will not be granted and the City reserves the right to cover sponsor signage at any time it deems necessary, such as, but not limited to special events.

Fees:

Fees will not be charged to the user group to post sponsor signage; however, there is limited space and not all sponsors may be accommodated. Permission for a particular sign is limited to one operating season. The cost of manufacturing and design of signage is the sole responsibility of the user group.

Should an advertiser not associated with a user group wish to advertise at the John Rhodes Pool, the fee, content and location will be discussed with the Aquatic Supervisor, and approval of the Manager of Recreation and Culture is required.

Installation:

Installation of the signage will be arranged by Community Services staff.

Location:

The location, size and positioning of signs will be determined by the Manager of Recreation and Culture.

Appendix B - D-IV-32 Commemorative Bench Program

Subject: Commemorative Bench Program
Service Area: Community Services – Recreation and Culture
Source: Supervisor Community Services
Date: 2017 11 17

Purpose:
The following outlines the details for the Commemorative Bench Program.

Overview:
The Commemorative Bench Program provides Sault Ste. Marie residents with the opportunity to purchase a park bench in memory of a loved one. Benches can also be placed at various City park sites to recognize a significant event or acknowledge a donation by individual or group. A 2”x10” plaque constructed in cast bronze is mounted on the benches.

Bench Locations:
This program applies to City Park sites and the new extensions of the Hub Trail. It does not apply to the Waterfront Board Walk or Clergue Park.

Bench Styles:
Two bench styles are available:

1. Victorian style benches are installed to compliment the floral gardens in Bellevue Park. ($1300.00 + GST)
2. Contemporary style benches are installed along walkways, trails and recreational areas ($950.00 + GST)

Application Form:
Individuals or groups interested in purchasing a bench complete the Commemorative Bench Application Form and return it to the Community Services Department.

Each application should include the following:

- Name of applicant
- Address, phone numbers and email addresses
- Style of bench selected
- Personalized message that will appear on the plaque. (Note: The City reserves the right to disallow selected wording, if deemed inappropriate.)
- $200.00 non-refundable deposit

Process:

Once the application is complete:

1. A site visit is scheduled to determine the location of the bench.

2. The bench and plaque are ordered.

3. Customers are provided with a proof of the plaque to review. The customer's signature is required before the order is placed.

4. Once the plaque has arrived a date is scheduled with Public Works for installation of the bench and plaque.

5. Final payment is made at this time.

Maintenance:

The bench and plaque will be maintained for a 10 year period from the original installation date.

Appendix C - D-IV-19 Advertising on Park Property

Subject: Advertising on Parks Property or Facilities
Service Area: Community Services – Recreation and Culture
Source: Commissioner Community Services
Date: 2018 01 17

Purpose:
This policy sets out guidelines for advertising on Parks & Recreation property and facilities.

Courtesy:
Courtesy signs acknowledging physical donations are approved individually to suit each situation.

Paid Signs:
Paid advertising is acceptable on some facilities. Such advertising is tendered by the highest bidder and is not necessarily accepted.

Identification:
When a news medium is performing a service considered of value to a function, an identification sign may be displayed for the duration of the function or while the service is being performed.

If an agency is broadcasting a commentary on a series of events from one location on a continuous basis, permission may be given for the identification sign to be displayed for the duration of the schedule.

Approval:
All requests for identification signage must be in writing to the Manager of Recreation and Culture and set out the following:

1) Size,
2) Colour,
3) Location,
4) Method of installation, and
5) Design.

All such requests must be approved by the Director of Community Services who has overall control of all signs on City properties designated for Parks and Recreation.

The Director may remove any sign that is not in good taste or in public interest.

Appendix D - D-IV-16 Naming Parks and Sport Complexes

Subject: Naming or Re-naming of Parks and Sports Complexes or Facilities within City-Owned and Operated Parks and Sports Complexes
Service Area: Community Services – Recreation and Culture
Source: Manager Recreation and Culture
Date: 2017 11 17

Purpose:

This policy establishes the process and criteria to be used in naming or re-naming parks and sport complexes or facilities within parks and sports complexes.

Authority:

City Council has delegated authority to the Community Services Department and the Parks and Recreation Advisory Committee to accept submissions and recommend acceptance of requests.

Eligibility:

Submissions must acknowledge a contribution of significance to the community of Sault Ste. Marie by an individual or group.

1. The proposed name, if possible, should have a direct relationship to the Particular Park or facility.

2. Names should not duplicate identification elsewhere or create confusion for the public.

3. Names of living persons may be used but prior consent of the recognized person is required whenever possible.

4. Names of deceased persons may be used but consent of the family is required whenever possible.

5. The naming of a municipal park or facility should not be permitted in honour of an elected official if the official is currently in office.

6. Corporate names should not be accepted unless a significant financial or other contribution has been made to the City.

7. Naming of facilities after donors shall be permitted as approved by members of Council.

Applications will be accepted from the general public and/or community groups or representatives. Each application will be considered on individual merit.

Procedure:

An individual or group wishing to submit a request must provide a written proposal to the Manager Recreation and Culture, which contains the following minimum information:

- Name of applicant
- Identification of the facility to be named
- Proposed name
- Background information which details the accomplishments
  And/or reasons to support the naming or re-naming
- A minimum of 3 letters of endorsement supporting the application

Such requests will be forwarded to a committee comprised of Parks & Recreation Advisory Committee Members and City staff.

If a facility is situated on land donated to the City, the original donor or family will be advised when possible.

If a submission is received for the re-naming of an existing park or facility, a historical review of the current name will be conducted prior to recommending approval.

Approval:

Proposals will be recommended to City Council for final approval or declination.

Presentation:

City staff will co-ordinate the public presentation of signage to acknowledge the naming or renaming of a site. Costs associated with the naming or renaming of a park or facility will be the responsibility of the applicant and/or municipality dependent on the circumstance. The City will have final approval for the selection of signage.

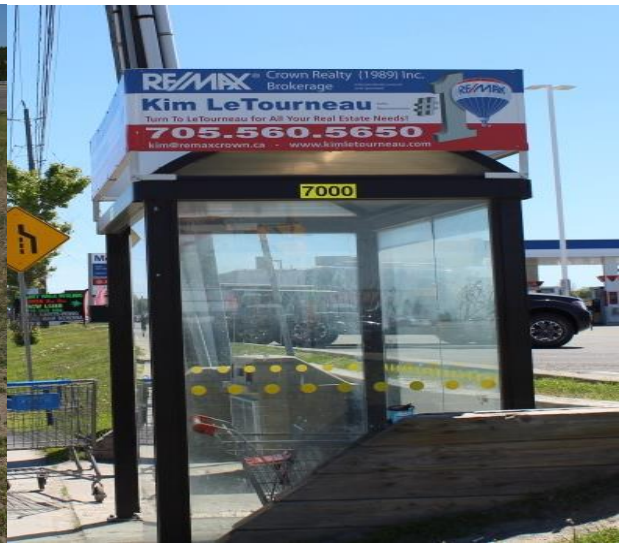
The addition of flowers, plant materials and/or ornaments near signage is prohibited.

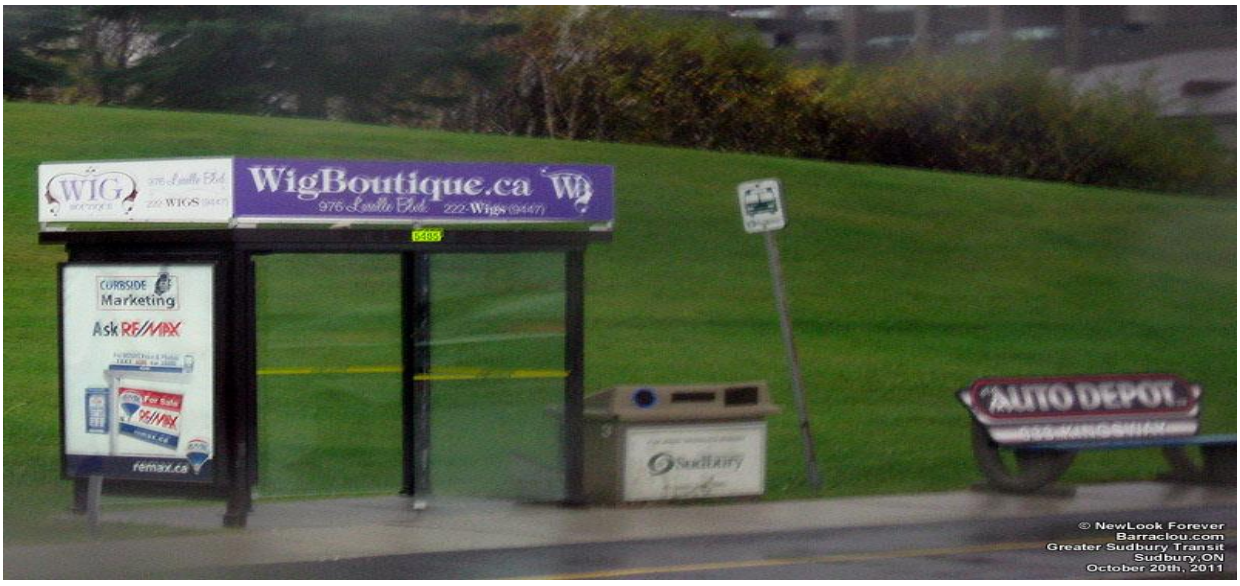
The responsibility of ongoing maintenance for signage will be determined through agreement between the applicant and the City.

Appendix E – Advertising Bus Shelter and Bench Pictures









The Corporation of the
City of Sault Ste. Marie

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

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Virginia McLeod, Manager of Recreation and Culture**
DEPARTMENT:	**Community Services Department**
RE:	**Designated Heritage Property Tax Rebates**

PURPOSE

To provide Council with a summary of, and to seek Council's approval for, the tax rebates being recommended for the 2018 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

BACKGROUND

The Ontario Government, under the *Municipal Act,* allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community. By-law 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the *Sault Ste. Marie Heritage Property Tax Rebate Program* recognize these costs, and are seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. Currently there are 17 owners of 18 heritage properties enrolled in the program. There are a total of 38 heritage sites in the city of Sault Ste. Marie designated under Part IV of the Ontario Heritage Act, and 6 registered sites of cultural heritage value under section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner which is then registered on the property title.

ANALYSIS

Owners enrolled in the Heritage Property Tax Rebate Program must complete an annual application for the rebate and indicate what work they plan to do to maintain

their heritage property. Property inspections are conducted annually by members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector to ensure that adequate ongoing maintenance is occurring and that owners are following their maintenance plans. Recommendations for owners to receive the tax rebate are made based upon current and previous inspections and the owners maintenance record.

Applications for the 2018 tax rebates have been received from 17 owners for 18 designated heritage properties in the City.

The following properties and owners qualify for the Heritage Property Tax Rebate for the 2018 tax year.

1 ***875 Queen Street – Forest Insect Laboratory*** **-** Owned by 1022291 Ontario Ltd.
2. ***69 Church Street – Air Service Hanger –*** Owned by 1022291 Ontario Ltd.
3. ***10 Kensington Terrace, Unit #1- Upton House –*** Owned by Dawn MacPhee
4. ***10 Kensington Terrace, Unit #2 – Upton House –*** Owned by Dennis and Nancy Cavanaugh
5. ***10 Kensington Terrace, Unit #3- Upton House –*** Owned by John and Anne Kasch
6. ***193 Pim Street – Wellington Square Townhouses –*** Owned by Mark Coleman
7. ***189 Pim Street – Wellington Square Townhouses –*** Owned by Jacques Potvin and Joanne Zeppa
8. ***191 Pim Street – Wellington Square Townhouses –*** Owned by Greg and Patricia Vaughan
9. ***242 - 246 Queen Street East – Hussey Block –*** Owned by W. M. Watts Investments Limited
10. ***864 Queen St. East – Algonquin Hotel –*** Owned by Martin Fiser
11. ***1035 Queen St. East –*** Owned by Randy & Karen Marinich
12. ***358 – 356 Queen Street – Barnes/ Fawcett Block –*** Owned by Frank Filice.
13. ***143 McGregor Avenue – McLeod Family Residence –*** Owned by Jacob and Sarah St. Amour
14. ***1164 Queen St. East*** – Owned by Kristen Trembinski
15. ***36 Herrick Street*** – Owned by Jared MacKinnon & Marisha Caswell for a portion of the 2018 tax year, then purchased by Gabrielle Sarlo.
16. **780 Wellington** – Owned by Laurence Guerriero
17. **83 Huron Street – Machine Shop** – Owned by 11880004 Ontario Ltd.

The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 6, 2019 meeting:

Moved by: S. Meades
Seconded by: S. McCleary

"Resolved that the Sault Ste. Marie Municipal Heritage Committee endorse the 2019 property inspection report for those designated heritage properties enrolled in the Designated Heritage Property Tax Rebate program and that based on the results of the property inspections, recommends to City Council that the Designated Heritage Property Tax Rebate for the 2018 tax year be paid to all enrolled owners except for 115 Upton Road which has failed to address the recommendations of the Sault Ste. Marie Municipal Heritage Committee and further that a report be sent to City Council to approve the rebates for the 2018 tax year."

CARRIED

FINANCIAL IMPLICATIONS

The amount of the rebate varies annually depending on the number of applicants. The rebate for the 2018 tax year is $90,435.21 of which the municipal portion is $70,019.41 and the education portion $20,906.07. This is pending Council's approval and final calculations by the Finance Department.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2019 12 02 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2018 tax year be paid to the qualified owners of designated heritage properties enrolled in the program, be approved."

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
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v.mcleod@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Carl Rumiel, Manager, Design and Transportation Engineering**
DEPARTMENT:	**Public Works and Engineering Services**
RE:	**Biggings Avenue Conversion to One-Way Traffic Flow**

PURPOSE

The purpose of this report is to address the Council resolution from September 9, 2019, which reads:

Whereas residents of Biggings Avenue in Ward 2 of Sault Ste. Marie have expressed concerns regarding vehicular traffic and safety on their street; and

Whereas after consultation with City staff an open house was recommended; and

Whereas neighbourhood open houses have been a successful model for community engagement;

Now Therefore Be It Resolved that appropriate staff be requested to hold an open house for the residents of Biggings Avenue under the auspices of a Schedule A+ Environmental Assessment by the end of October 2019.

BACKGROUND

This resolution was a result of residents on Biggings Avenue requesting improvements to safety related to the narrow roadway. Because of the narrow road width of less than 5m, First Student (the company responsible for operating school busses for all school boards in the City), have indicated that under the current two-way traffic operations they do not have adequate room to provide service to students on that street. Further, in the past, City snow removal and waste pick up on Biggings Avenue has been problematic when they meet on-coming vehicles as there is not enough space to pass.

ANALYSIS

On Wednesday, October 23, 2019 a Public Information Centre was held in the Russ Ramsay Room of the Civic Centre.

A total number of thirteen (13) members of the public attended and provided their input regarding the possibility of a one-way conversion of Biggings Avenue and two residents who could not attend sent in written comment sheets after the meeting. Of the

constituents, seven (7) of them were in favour of the proposal, four (4) were against it, and four (4) were neutral.

The members of the public that supported the one-way conversion had collective concerns regarding the safety of pedestrians with the current two-way street, attributable to drivers speeding in both directions. The narrow road poses many challenges for traffic flow, especially in the winter. In particular large snow removal equipment, garbage/recycling collection trucks and school buses cannot pass on-coming traffic without riding up on to the sidewalk. First Student have indicated that if Biggings Avenue was converted to one-way, they would be able to offer bus pick-up on Biggings Avenue for junior kindergarten children residing on the street.

The common concern of those that were not in favour of the one-way conversion was that the speeding issue would become worse if the street was converted to one-way. Speed data collected by staff indicate an average 85th percentile speed of 28km/h, which is well below the posted speed of 40km/h. Should Council approve this conversion, staff will monitor speed after the change.

Those that were neutral did not express a strong opinion regarding the one-way conversion. Instead, they expressed their concerns regarding garbage pickup, snow removal, speeding and parking enforcement. Most of these residents were more interested in the fact that Biggings Avenue currently is in the five-year capital plan for reconstruction. It was discussed that when this happens there would be an opportunity to remove one sidewalk which could result in added pavement width for two-way traffic. While these are decisions to be made during a detailed design of the reconstructed street, the Engineering Division does still recommend that Biggings Avenue be converted to one-way at this time as there simply is not enough width to be gained even with the removal of one sidewalk. To widen the asphalt surface would move traffic even closer to the front steps of the homes, which would not be recommended.

Regarding winter maintenance and garbage/recycling collection, Public Works staff have indicated that the current width does not provide enough width for their equipment to provide their service with enough room for on-coming traffic to safely pass. Conversion to one-way will solve this problem. Further, First Student school busses currently will not provide pick up on Biggings Avenue and students have to walk to Queen Street or Wellington Street for pick up even though it is school board policy to pick up junior kindergarten students at their front door. First Student has indicated that they will provide pick up on Biggings Avenue for these younger students if it were converted to one-way.

It is worth noting that a common concern among some residents was that it was difficult during peak hours to exit southbound to Queen St. East. Some of those in favour of the conversion asked that staff consider the direction of traffic to be northbound exiting on to Wellington St. East. Staff have considered this and still recommend one-way in the

southbound direction as there are traffic volumes exceeding 30,000 vehicles per day (vpd) on Wellington Street and only 13,000 vpd on Queen Street.

FINANCIAL IMPLICATIONS

The financial implications to converting Biggings Avenue to one-way are minimal. There will be additional signs required at both ends of the street indicating one-way traffic flow. The cost of these can be accommodated within the traffic operations budget for 2020.

STRATEGIC PLAN / POLICY IMPACT

Traffic safety is related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated 2019 12 02 concerning the Biggings Avenue Conversion to One-Way Traffic Flow be received, and that Council approve the conversion of Biggings Avenue to one-way southbound from Wellington Street East to Queen Street East. An amendment to the Traffic By-law will be brought to Council at a future meeting.

Respectfully submitted,



Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Catherine Taddo, P. Eng., Land Development and Environmental Engineer**
DEPARTMENT:	**Public Works and Engineering Services**
RE:	**Investing in Canada Infrastructure Program Candidate Project**

PURPOSE

The purpose of this report is to obtain Council approval to designate MacDonald Avenue Drainage improvements as the candidate project for the Investing in Canada Infrastructure Program (ICIP): Green Stream.

BACKGROUND

The current intake will prioritize projects that address health and safety issues associated with water, wastewater and storm water infrastructure. The Green Stream includes $2.85 billion in federal funding, and $2.35 billion in provincial funding to be allocated through multiple application intakes. The application deadline for the ICIP intake is January 22, 2020.

ANALYSIS

The program will prioritise projects that follow federally determined project outcomes. One of the outcomes prioritized for the environmental quality sub-stream are those projects that increase capacity to manage storm water. Staff have identified a project that aligns with these objectives.

The City completed a Municipal Class Environmental Assessment for MacDonald Avenue Drainage Improvements in 2016. The EA was completed in order to review the issue of both surface flooding and basement flooding in the MacDonald Avenue area, and assess solutions to reduce the frequency of flooding being experienced. The preferred solution includes the following two activities:

- The construction of a new storm sewer on MacDonald Avenue from Campbell Avenue easterly, to the outlet into the ravine, and;

- The construction of a storm water management facility in the natural ravine between MacDonald Avenue and Ontario Avenue.

The MacDonald Avenue project aligns with the ICIP green infrastructure objectives. Staff recommends that the MacDonald Avenue storm improvement project be selected as the candidate project for the funding program.

It is anticipated that the province will notify applicants if their project has been selected for nomination to the federal government for review and approval in the winter of 2020. The federal funding decisions are expected to be released in the spring of 2020. The projects must be completed by October 31, 2026.

FINANCIAL IMPLICATIONS

The maximum funding from all federal sources will not exceed 40% of eligible expenditures, matched at 33.33% by the Province, and 26.67% by municipalities or other partners. A budget value of $1.5 million has been included in the five year capital plan for year 2022 for the MacDonald Avenue drainage improvements. The project funding cap for Sault Ste. Marie in the 2019 ICIP Green Stream Intake has been set at $798,960. If successful, the City's eligible share of the project costs are estimated at approximately $700,000, subject to the above noted funding formula, and successful application. Project estimates will be further refined as the project proceeds. The project will be brought back to Council for consideration in future budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

The project is linked to the asset management and infrastructure components of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2019 12 02 be received and that the recommendation to designate the MacDonald Avenue drainage improvements as the candidate project for the ICIP program be approved.

Respectfully submitted,

C. Taddo

Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Peter Johnson, Fire Chief**
DEPARTMENT:	**Fire Services**
RE:	**Land Ambulance Maintenance Agreement**

PURPOSE

The purpose is to seek Mayor and Council approval for a two (2) year agreement with options to extend on a year to year basis an agreement between the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for Fire Services Support Services Division, to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles.

BACKGROUND

The City of Sault Ste. Marie has been the contract service provider of Land Ambulance (EMS) since 2002. The Support Services Division has provided maintenance and repairs to the EMS fleet throughout that timeframe. As EMS is preparing to transition to the DSSMSSAB on January 1, 2020, a formal Vehicle Maintenance Agreement is required between the City and DSSMSSAB. The Agreement is found elsewhere on the agenda.

ANALYSIS

The Support Services Division is responsible for the maintenance and repair of land ambulances and fleet vehicles. The type of work performed includes: scheduled preventative maintenance to meet Original Equipment Manufacturer (OEM) and Ministry of Health (MOH) requirements, transportation of units, breakdown and running repairs, as well as annual Safety Inspections required by the Ministry of Transportation Ontario (MTO) to ensure emergency service vehicles meet the required standards for frontline apparatus.

EMS land ambulances and fleet vehicles are located at the Regional Emergency Services Complex (RESC) on Old Garden River Road. The Support Services Division workspace is also located at RESC. This provides ease of access and delivery of the EMS units to the mechanical staff. It also provides for an efficient and timely repair process when required for emergency vehicles.

FINANCIAL IMPLICATIONS

Fire Services recovers costs for performing maintenance on EMS paramedic vehicles each year. In 2018 a recovery of $95,021 was realized, which translates to 448 work-orders. In 2019 (up to October 31st) a recovery of $82,533 has been realized which translates to 647 work orders. It is difficult to project what 2020/2021 would see in recoveries, however, based on trends an estimate of $85,000 is included in the 2020 Fire Services operating budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant Agreement and By-law #2019-242 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Peter Johnson
Fire Chief
705.949-3397
p.johnson@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Peter Johnson, Fire Chief**
DEPARTMENT:	**Fire Services**
RE:	**Tiered Medical Response Agreement**

PURPOSE

A Tiered Medical Response Agreement will define the emergency response relationship between the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB). The agreement and accompanying by-law prescribes our tiered medical responses and allows Fire Services to provide emergency response to specific calls for assistance to Emergency Medical Services (EMS).

BACKGROUND

The City of Sault Ste. Marie has been the contract service provider of Land Ambulance Emergency Medical Service (EMS) since 2002. Fire Services personnel have been responding to Tiered Medical Responses that may require lifesaving interventions of CPR and Defibrillation. As EMS is preparing to transition to the DSSMSSAB, a formal Tiered Medical Response Agreement is required to allow for the automatic dispatch of Fire Services to respond to specific emergency calls.

ANALYSIS

This proactive agreement provides the Sault Ste. Marie Fire Service the ability to be simultaneously dispatched to incidents that meet the threshold of “Tiered Medical Response”. Responding to medical calls as outlined in the agreement will ensure prompt, efficient and coordinated cardiopulmonary resuscitation (CPR) efforts supported by defibrillation to our community.

The City of Sault Ste. Marie and Fire Services has not required a Tiered Medical Response Agreement as the City of Sault Ste. Marie was the contracted service provider for Land Ambulance. As of January 1, 2020, the DSSMSSAB will become the service provider for EMS hence, requiring a formal agreement.

The Ministry of Health through the Central Ambulance Communications Centre (CACC) has a local policy that match the criteria established in the “Tiered Response Agreement” for Fire Services to respond. CACC is responsible for the notification of Fire Services when

a medical call is received and meets the requirements to activate the tiered response. Fire Services responded to 926 medical calls in 2017, and 877 medical calls in 2018.

By-law 2019-241 will authorize the execution of Fire Services Tiered Medical Response Agreement between the City of Sault Ste. Marie and the District of Sault Ste. Marie Social Services Administration Board for Tiered Medical Response criteria. This by law is found elsewhere on the agenda.

The agreement will be reviewed on an annual basis to ensure the criteria outlined as tiered medical responses, as well as, the goals and objectives of Fire Services and EMS are met.

FINANCIAL IMPLICATIONS
There is no financial impact.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

The Agreement and relevant By-law 2019-241 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Peter Johnson
Fire Chief
705.949.3397
p.johnson@cityssm.on.ca

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel**
DEPARTMENT:	**Legal Department**
RE:	**Sale of the Portion of Property Abutting 1 McGregor Avenue**

PURPOSE
The purpose of this report is to advise Council of the offer received for the sale of a portion of City Property abutting 1 McGregor Avenue.

ATTACHMENT
Attached as Schedule "A" is a map of the subject property ("Property").

BACKGROUND
On October 7, 2019, By-law 2019-197 declared the Property surplus to the City's needs and approved the disposition of same.

The property is being sold at a nominal price, as there is no value to the property.

The sale of the Property was advertised in the Sault Star on Saturday, October 12, 2019 and on the City's web page advising that the City wished to sell to the abutting owner. No comments or objections were received

ANALYSIS
The portion of property will be transferred to Meeka Tomasic and Michael Bruni ("Purchasers") at a cost of One ($1.00) Dollar. The Purchasers would be responsible for all costs related to the transfer including the reference plan.

FINANCIAL IMPLICATIONS
There is no significant financial impact associated with this matter.

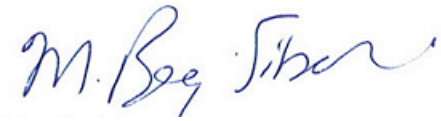
STRATEGIC PLAN / POLICY IMPACT
Not applicable.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Approve the transfer of the property to Meeka Tomasic and Michael Bruni for the amount of One ($1.00) Dollar.

By-law 2019-234 authorizing the said sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
m.borowiczsibenik@cityssm.on.ca
705.759.5403

MBS/tj
Enclosure

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Civic# 5
DRIVEWAY
McGregor Ave.
DRIVE WAY
ASHPHALT
13.6 m
GRAVEL
APPROXIMATE LOCATION FROM G.I.S.
Civic# 1
SNOW STORAGE
21.7 m
11.0 m
4.0 m
4.5 m
14.6 m
SHORELINE
SURPLUS
27.0 m
27.0 m
WATER
4.5 m

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel**
DEPARTMENT:	**Legal Department**
RE:	**Third Amending Agreement – The Federal Bridge Corporation Limited**

PURPOSE

The purpose of this report is to request Council's approval to amend the Licence Agreement dated December 11, 2017, between the City and The Federal Bridge Corporation Limited ("FBCL") to permit the occupation and use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete.

BACKGROUND

On December 11, 2017 City Council passed By-law 2017-252 which authorized the execution of a Licence Agreement between the City and the FBCL for use of the City lands designated to be transferred to the FBCL until such time as the land transfers are complete. This Agreement expired on December 31, 2018. On December 10, 2018 City Council passed By-law 2018-223 which authorized the execution of an Amending Agreement which extended the expiry date of this Agreement to May 31, 2019. On May 6, 2019 City Council passed By-law 2019-105 which authorized the execution of a Second Amending Agreement which extended the Agreement to December 31, 2019.

ANALYSIS

The Lawyer for FBCL has recently advised that he continues to work with the relevant utility companies to finalize and register the various easements. FBCL has requested an extension to the expiry date in the Agreement to May 29, 2020.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-232 authorizing the execution of a Third Amending Agreement between the City and The Federal Bridge Corporation Limited appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Acting City Solicitor/Senior Litigation Counsel
m.borowiczsibenik@cityssm.on.ca

MBS/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\OPEN AG168 THIRD AMENDING AGREEMENT - THE FEDERAL BRIDGE CORPORATION LIMITED.DOCX

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Karen Fields, City Solicitor**
DEPARTMENT:	**Legal Department**
RE:	**Acquisition Part 864 Fifth Line East**

PURPOSE

The purpose of this report is to seek approval from Council to purchase a portion of property from the owners of 864 Fifth Line East, Brandon and Adriana Schamp.

BACKGROUND

On October 30, 2019 we received a request from the solicitor acting on behalf of Mr. and Dr. Schamp, the owners of 864 Fifth Line East asking if the City would acquire a 6" x 6" square of their property that abuts Fifth Line East. The Schamps are acquiring a piece of property from their neighbours Brynlea and Michael Barbeau pursuant to a Consent to Sever that was granted by the Committee of Adjustment. A condition of the Consent was that the severed property "would be merged on title with the abutting land to the immediate west, municipally known as Civic No. 864 Fifth Line East." When title to the Schamps' property was reviewed it was discovered that the property was created by way of a consent and as a result the severed property and the 864 Fifth Line East property would not merge on title unless the property described as 864 Fifth Line East changes.

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority for comment.

All departments advised they had no comments or concerns. The Sault Ste. Marie Region Conservation Authority advised that any development will require a site plan review and may require a permit.

ANALYSIS

Not applicable

FINANCIAL IMPLICATIONS

The property is being acquired for a nominal amount of One ($1.00) Dollar. The Vendors will be responsible for all costs associated with the City's acquisition of the Subject Property.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the corporate Strategic Plan.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Authorize the acquisition of part of 864 Fifth Line East from Brandon and Adriana Schamp for a nominal amount with all costs related thereto being the responsibility of the Vendor.

By-law 2019-243 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Karen Fields
City Solicitor
KF/da

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k.fields@cityssm.on.ca

da LEGAL\STAFF\COUNCIL\REPORTS\2019\OPEN PR1.126 ACQUISITION PART 864 FIFTH LINE EAST.DOCX

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Karen Fields, City Solicitor**
DEPARTMENT:	**Legal Department**
RE:	**Deeming By-law - 25 Donna Drive & 468 Second Line West (Steve Ficociello/1890714 Ontario Inc.)**

PURPOSE

The purpose of this report is to bring to Council a request received from Mr. Robert Dumanski, the Solicitor for 1890714 Ontario Inc., the owner of 25 Donna Drive being PIN 31595-0333 BLK A PL H534 KORAH and 468 Second Line West being PIN 31595-0335 LT 1 RCP H625 KORAH; BLK B PL H534; S/T T82449.

ATTACHMENT

Attached as Schedule "A" is a map of the subject properties.

BACKGROUND

The owners of (25 Donna Drive and 468 Second Line West) BLK A P H534 KORAH and LT 1 RCP H625 KORAH; BLK B PL H534 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 Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of 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

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that By-law 2019-238 which has the effects of deeming PIN 31595-0333 BLK A PL H534 KORAH and PIN 31595-0335 LT 1 RCP H625 KORAH; BLK B PL H534; S/T T82449, Pleasant Acres Subdivision as no longer being part of a plan of subdivision be recommended for approval. By-law 2019-238 appears elsewhere on the agenda.

Respectfully submitted,

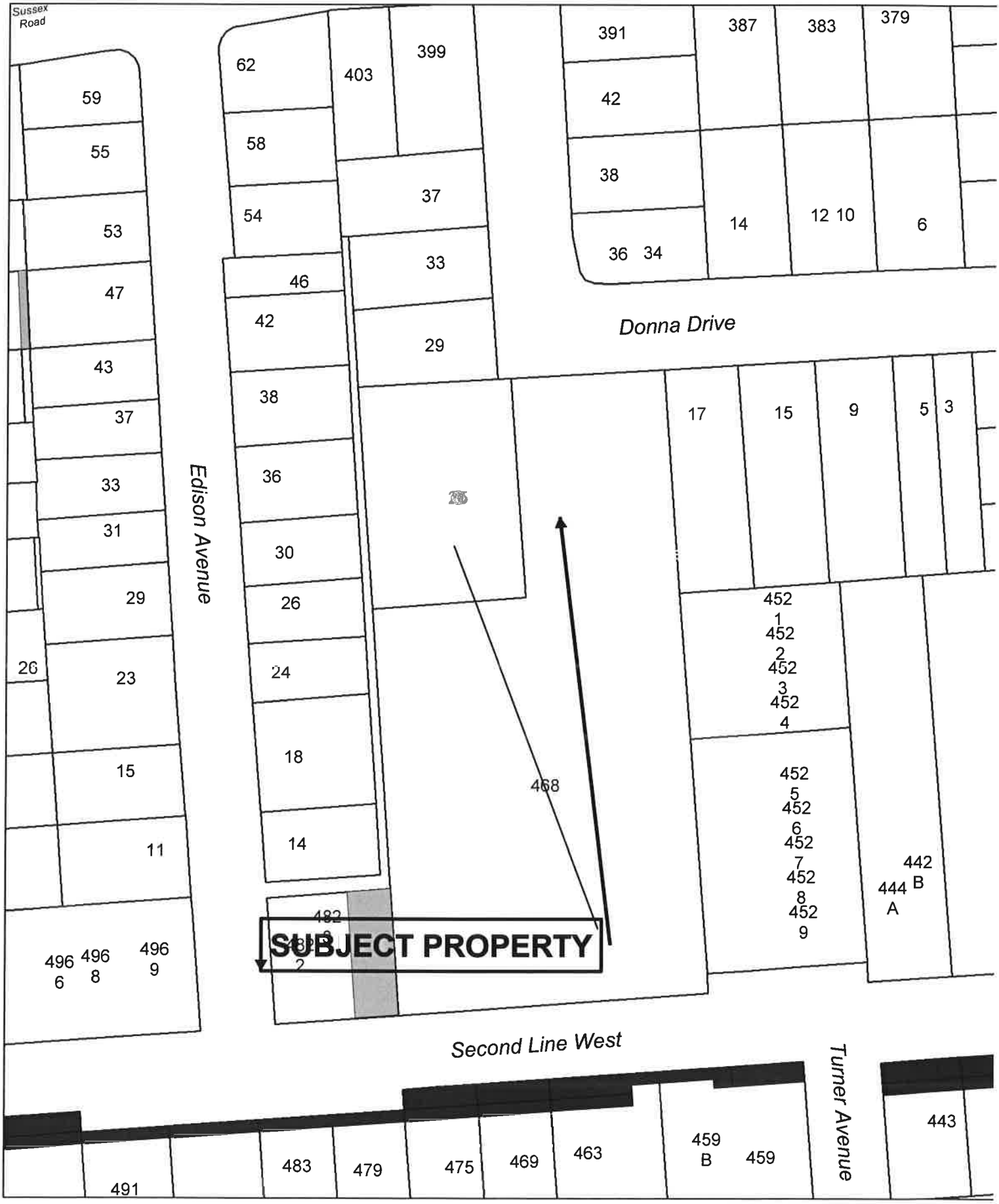


Karen Fields
City Solicitor
705.759.5403
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KF/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\OPEN PR6 Deeming - 25 Donna Drive & 468 Second Line West.docx

Schedule "A"


Sussex Road
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55
53
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26
23
15
11
496 6
496 8
496 9
62
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391
42
38
36 34
387
383
379
14
12 10
6
Donna Drive
17
15
9
5
3
Edison Avenue
452 1
452 2
452 3
452 4
452 5
452 6
452 7
452 8
452 9
442
444 B
A
468
482
SUBJECT PROPERTY
Second Line West
Turner Avenue
491
483
479
475
469
463
459 B
459
443

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Jeffrey King, Solicitor/Prosecutor**
DEPARTMENT:	**Legal Department**
RE:	**Housekeeping – Amend Payday Loan By-law 2019-164**

PURPOSE

The purpose of this report is to request Council's approval to amend Schedule "A" to Payday Loan By-law 2019-164, a by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie.

BACKGROUND

On September 23, 2019, City Council passed the Payday Loan By-law. As part of that by-law, it contained Schedule "A", which refered to the fee amounts to be charged. On November 18, 2019 City Council passed By-law 2019-222 being the Annual User Fee By-law for 2020, which will now include the fees for Payday Loans. Schedule "A" to the Payday Loan by-law will now simply refer the user to the Annual User Fee by-law for information on fee amounts.

ANALYSIS

The Annual User Fee By-law establishes User Fees and Services Charges and is updated from time to time.

FINANCIAL IMPLICATIONS

Not Applicable.

STRATEGIC PLAN / POLICY IMPACT

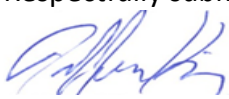
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-239, being a by-law to amend Schedule "A" to Payday Loan By-law 2019-164, appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor
705.705.759.2662
j.king@cityssm.on.ca
JK/da

LEGAL\STAFF\COUNCIL\REPORTS\2019\OPEN - R1.77 - HOUSEKEEPING - AMENDMENTS TO PAYDAY LOAN BY-LAW 2019-164.DOCX

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Don McConnell, MCIP, RPP, Director of Planning and Enterprise Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Huron Hub Trail Spoke – Machine Shop Property – Easement Agreement**

PURPOSE

The purpose of this report is to request that Council authorize an agreement between the City and 1188004 Ontario Inc., concerning the establishment of a Hub Trail spoke trail through the Machine Shop property (referred to as the Huron Spoke).

BACKGROUND

The former St. Mary's Paper site has undergone a significant transformation since the closure of the paper mill facilities. Now known as the Machine Shop, the current owner has repurposed one of the largest heritage buildings on site, and is in the process of constructing a new train station for the Agawa Canyon Tour Train. As part of the overall development, the owner and the City agreed to establish a multi-use path connection to the larger John Rowswell Hub Trail system.

ANALYSIS

The lands that the Huron Spoke will traverse includes two parcels owned by 1188004 Ontario Inc. These include a parcel located between Canal Drive and Huron Street, and a second parcel, west of Huron Street, that contains the Machine Shop and train station re-development.

As part of the ongoing work occurring on the site, the owner has constructed an approximately 115 m section of the Huron Spoke (sections A and B on Schedule "A"), from Huron Street to a point just west of the main Machine Shop building. This work was completed in accordance with a Letter of Understanding, dated June 14, 2019, and is attached as Schedule "D" to the By-law. Another approximately 100 m section between Huron Street and Canal Drive (section C on Schedule "A) will be constructed next spring/summer.

An agreement has now been drafted, which would establish an easement, registered on title, and would allow the City to process payments to 1188004 Ontario Inc. for the

construction of the Huron Spoke. By-law 2019-245, and the draft agreement can be found elsewhere on Council's agenda.

FINANCIAL IMPLICATIONS

As part of the 2019 Budget, Council approved $150,000, to be used to establish the Huron Spoke, as part of the Machine Shop redevelopment. The owner has submitted an invoice of $113,900.76 for the construction of the Huron Spoke west of Canal Drive. Once an agreement is authorized, the City can then pay this amount to the owner. The remainder will be paid to the owner once the section between Huron Street and Canal Drive is completed.

STRATEGIC PLAN / POLICY IMPACT

The establishment of the Huron Spoke aligns with the City's Corporate Strategic Plan, specifically, under focus area "Community Development and Partnerships" – which encourages the development of partnerships with key stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2019-245, authorizing an agreement establishing the Huron Spoke trail on the Machine Shop property is found elsewhere on the agenda and will be approved with the by-laws.

Respectfully submitted,



Donald B. McConnell, MCIP, RPP
Director of Planning
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705.759.5375

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Malcolm White, CAO**
DEPARTMENT:	**Chief Administrative Officer**
RE:	**Revised Economic Development and Tourism Model**

PURPOSE

The purpose of the report is to seek Council approval on a revised model of economic development and tourism. This model will see the creation of a new tourism non-profit corporation and Board (no staff); retention of the economic development non-profit organization (no staff) and the migration of SSMEDC staff (both tourism and economic development) to become City employees.

BACKGROUND

Since the establishment of a revised Memorandum of Understanding with the Sault Ste. Marie Economic Development Corporation (SSMEDC), City staff has been working closely with the SSMEDC on a variety of economic development projects including the Noront proposal, the Rural and Northern Immigration Pilot Program, tourism sector development projects and Algoma Docks development.

In addition, in that time period, the City launched the FutureSSM project to advance the recommendations from the Community Adjustment Committee and invest in its community development strategy. A project team of six was hired and they are leading a number of initiatives including community promotion, labour force development, arts and culture sector development, film industry attraction and social equity development.

Further, over the past year the City has been collaborating with the SSMEDC and Destination Marketing Fund (DMF) partners to reach an agreement on the structure and governance model for the Municipal Accommodation Tax (MAT). In our discussions, the parties examined a number of different options (governance models, funding approaches, funding splits).

Through this dialogue and regular interaction, it has become apparent that a better model exists for economic development in Sault Ste. Marie. Businesses and residents look to the City as having the ultimate accountability for economic development and there is an opportunity to align the City's community development strategy and the deployment of economic development and tourism resources (both human and financial).

Staff developed a model taking into consideration the matters, sought direction from City Council in closed session and subsequently engaged the SSMEDC Board with the recommendation to:

- Establish a new tourism non-share capital corporation and board – the corporation would not employ any staff
- Continue to the SSMEDC non-profit corporation with a revised mandate
- Migrate economic development and tourism staff to be City employees within Community Development and Enterprise Services

The role of these non-profit corporations would evolve to providing strategic guidance to City Council on economic development and tourism strategies, making recommendations on economic development and tourism funding, making strategic investments with reserve funds and serving as a vehicle for funding applications.

The SSMEDC Board passed a resolution in support of this transition and new economic development model (Attachment A – SSMEDC Resolution).

ANALYSIS

The primary goal for bringing economic development in-house is the alignment of strategy with the deployment of staff and funding resources. The primary benefits of bringing economic development in-house include:

- Establish “one team” approach to community development, economic development and tourism development
- Take advantage of natural synergies in areas that are currently separated:
  - Community promotion and business attraction
  - Tourism and community events
  - Community and economic development infrastructure
  - Labour force development
- Alignment between City strategic goals and all economic development and tourism staff
- More effective deployment of staff and financial resources
- Direct accountability of staff to City Council and CAO
- Greater results from economic development investment

<u>Financial Considerations</u>

Salaries and benefits make up approximately 36% of SSMEDC expenses. Beyond this, a significant portion of the SSMEDC budget is flow-through funding for various projects and services along with programs related to the former Destination Marketing Fund (soon to be Municipal Accommodation Tax funding).

It is not anticipated the migration of SSMEDC staff to the City will have a significant impact on costs and there are opportunities for efficiencies, which will be evaluated in the near term.

The key outcome of a migration to an in-house model, however, will be the "one team" approach, alignment of staff resources and the efficiency of spending on economic development and tourism functions. It enables the City to ensure all roles are maximizing value to economic and tourism efforts and avoid any duplication of effort.

It is envisioned that the ongoing non-profit economic development corporation would retain current reserves of $2M+ and the new tourism economic development corporation would retain the DMF reserve of approximately $1.7M. The Boards of these organizations can deploy these resources to advance economic development and tourism priorities identified through strategic planning processes.

Given that other communities have similar models for conducting economic development (in-house economic development staff with an external, non-profit economic development organization), it is not anticipated that this model will affect funding levels from other levels of government or outside agencies/corporations.

A list of other economic development organizations is provided in Attachment B. It shows that the both models of economic development (in-house versus non-profit corporation) are quite common.

Governance

From a governance perspective, the economic development staff would become part of the City staff complement and report directly through the City hierarchy to the CAO. As mentioned above, it is envisioned that the existing non-profit economic development corporation would continue to exist and that a new, tourism non-profit would be established. The Board of Directors for these entities would consist of business and tourism experts respectively and these organizations would play a number of important roles:

- Economic Development Non-Profit:
  - Provide expert insight into the development of economic development strategies
  - Assess and recommend funding applications to the economic development fund
  - Approve the strategic investment of funds from SSMEDC reserves
  - Review and approve economic development funding applications (e.g. NOHFC, FedNor) that would be submitted through the non-profit economic development corporation

- Tourism Non-Profit:
  - Provide expert insight into the development of tourism strategies
  - Assess and recommend funding applications to the proposed tourism development fund

- Approve the expenditure of funds from the balance of the $1.7M in the DMF reserve
- Review and approve tourism funding applications that would be submitted through the non-profit corporation

Economic development and tourism staff would report into Community Development and Enterprise Services (CDES).

Summary

The migration to a new economic development and tourism model represents a step change in our approach that will positively impact results. It will enable a "one team" approach to community development, economic development and tourism development. In addition, given we have scarce and precious economic development resources, it will help ensure every dollar is spent in an optimal way.

Council is well aware of the imperative to diversify and grow our economy and all efforts must be made to foster growth, create new jobs, develop a skilled labour pool and increase the assessment base in order to build a prosperous future.

FINANCIAL IMPLICATIONS
The funding envelope for economic development and tourism activities will remain the same. As such, there are no impacts to the levy or budgeted amount for these activities.

STRATEGIC PLAN / POLICY IMPACT
This item ties directly to corporate Strategic Plan in the following areas:

Maximize economic development & investment - We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.

Develop partnerships with key stakeholders - We are committed to ongoing communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

Promote quality of life advantages - The City of Sault Ste. Marie is distinctively poised to provide and promote a superior quality of life. The City is located on the border to the United States and uniquely positioned in the middle of three of the largest Great Lakes.

RECOMMENDATION
It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated 2019 12 02 be received and that Council approve a new model for tourism and economic development.

Further that Council authorize staff to create a new, tourism non-share capital corporation and solicit applications for Board members which will be returned to Council for approval.

Further that staff work with the Sault Ste. Marie Economic Development Corporation Board to support the transition to its new mandate and solicit applications for vacant seats on the Board of Directors which will be returned to Council for approval.

Further that Council approve the migration of economic development and tourism staff to the City within Community Development and Enterprise Services.

Respectfully submitted,

Malcolm White
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Sault Ste. Marie Economic Development Corporation
Special Board of Directors' Meeting

Thursday, November 14, 2019
Russ Ramsay Board Room
12:00pm – 1:30pm

Agenda Item – New Economic Development Model

Moved By: Joseph Bisceglia

Seconded By: Bill Freiburger

Whereas the Corporation of the City of Sault Ste. Marie (City) requested a special meeting of the Board of Directors' to discuss a new economic development model inclusive of business development and tourism;

Whereas the City wishes to build an effective and efficient model with clear delegated responsibility and accountability through an integrated team approach that engages community leadership;

Whereas the City has sought the endorsement in principal of the model and approach for economic development and tourism through City Council;

Whereas the new model for economic development will create a non-share capital tourism entity with a board comprised of 9 leaders from the travel, tourism and hospitality industry inclusive of the monies collected through previous Destination Marketing Partnership fund of approximately $1.7M; and, with the responsibility for recommendations of projects to a new Tourism Development Fund to be created though proceeds from the Municipal Accommodation Tax;

Whereas the model will include the EDC non-share capital entity for business development activities, multi-year strategic planning and the oversight of the Economic Development Fund through a board of nine leaders from the business community;

Whereas the City will be responsible for all staffing and administration of economic development and tourism through the two new divisions within Community Development and Enterprise Services and would make best efforts to offer employment to current permanent EDC staff within this new model;

Therefore, be it resolved that the SSMEDC Board of Directors' supports in principal the proposal by the City to create a new model for economic development within Community Development and Enterprise Services and will coordinate and collaborate through a committee for the implementation of the model in 2020.

The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tom Vair, Deputy CAO, Community Development and Enterprise Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Municipal Transient Accommodation Tax**

PURPOSE

The purpose of this report is to provide an update on the Municipal Transient Accommodation Tax (MAT) and seek Council approval for the distribution and governance of these funds.

BACKGROUND

In 2017, the Province of Ontario passed Bill 127, Stronger, Healthier, Ontario Act 2017 that among other things amended the Municipal Act, 2006 to provide municipalities with the legislative authority to levy a tax on transient accommodations of 30 days or less.

All municipalities that adopted an accommodation tax but also had an existing destination-marketing fee are required to share their hotel tax revenue with the appropriate not-for-profit tourism organization in an amount that matches the total revenue generated by the Destination Marketing Fund (DMF) program in place prior to the new tax being implemented. In Sault Ste. Marie, the Sault Ste. Marie Economic Development Corporation (SSMEDC) has held the funds in trust on behalf of the voluntary members collecting the destination-marketing fee.

The first year of the agreement per legislation (Ontario Regulation 435/17) will be equal to the amount collected under the DMF for 2018. This has been confirmed to be $732,700. Subsequent years the share will be based upon the same regulation: changes are determined by Ontario's total tourism receipts over the 10 year period between the 2nd year immediately preceding the particular fiscal year and the 12th year immediately preceding the particular fiscal year.

On August 13, 2018, City Council passed the following resolution:

Resolved that the Corporation of the City of Sault Ste. Marie implement a municipal transient accommodation tax effective January 1, 2019 consistent with

the requirements prescribed under O Reg. 435/17 Transient Accommodation Tax; and

Further that the Chief Administrative Officer, Chief Financial Officer/Treasurer, Deputy CAO - Community Development and Enterprise Services and SSMEDC Executive Director develop the framework to administer and implement the tax; and

Further that an Advisory Committee consisting of City staff, SSMEDC staff and representatives from the accommodation partners report back for Council approval prior to actual allocation of the tax revenue in 2019 with a revised City/SSMEDC MOU to reflect the use of the tax revenue for promotion of tourism including product development; and,

Further that the revised City/SSMEDC MOU include a provision for affected short term accommodation stakeholders to have input on use of the funds to promote tourism.

On May 21st, 2019, Council authorized an agreement and by-law which provided SSMEDC with the 2019 MAT proceeds obligated to be provided by the City and enabled the SSMEDC to execute their planned tourism promotion spending for 2019 consistent with their strategic plan.

Revenue shared with an eligible tourism entity must be used for the exclusive purpose of promoting tourism. Tourism promotion includes the development of tourism products. The regulations also require a municipality and tourism entity to enter into an agreement that deals with reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose outlined above

ANALYSIS

City staff has been working with the SSMEDC and accommodation partners that were involved in the previous DMF. Elsewhere on the Council agenda, there is a report that outlines a new model for the delivery of economic and tourism development functions. This model will see the creation of a non-profit tourism corporation governed by nine tourism stakeholders.

The model proposed by staff, and endorsed by the SSMEDC, would see the following:

- In 2020, $732,700 of the MAT will be set aside as required by legislation based on previous DMF proceeds. The expenditure of these funds will be approved by the Board of the new tourism entity. As outlined above, in future years this “DMF Amount” will be based upon the same regulation: changes are determined by Ontario’s total tourism receipts over the 10 year period between the 2nd year immediately preceding the particular fiscal year and the 12th year immediately preceding the particular fiscal year.

- Any amount above the "DMF Amount" will be split evenly (50-50) between a Tourism Development Fund and the City less administrative fees. The administrative cost will be set at $20,000.00 in year one, reduced to $15,000.00 in year 2 and then adjusted for inflation thereafter.

For illustrative purposes, if the total MAT funds collected in 2019 are $1.2M, the MAT funds will be apportioned as follows:

- $732,700 – Set aside for new tourism non-profit to allocate towards tourism development and marketing
- $20,000 – for Year 1 administrative costs
- $223,650 – Tourism Development Fund
- $223,650 – City of SSM tourism product development and tourism promotion

Given the revised model of economic and tourism development, it is envisioned City staff responsible for tourism will present a strategy each year to the tourism non-profit board for approval. This strategy will outline the suggested expenditure for the $732,700 and the $223,650 that is the City portion of the MAT proceeds. Staff will then present the strategy to City Council for approval.

The Tourism Development Fund will be established with criteria that would enable entities in Sault Ste. Marie, including the City of Sault Ste. Marie, to apply for tourism marketing and product development projects. The board of the tourism non-profit would review and make recommendation to City Council for each application. City staff would provide the administrative services for this funding program and create appropriate reserve funds.

FINANCIAL IMPLICATIONS

The MAT tax will provide the funding which covers the cost of the tourism product development and marketing costs. There will be no impact to the City levy for this program.

STRATEGIC PLAN / POLICY IMPACT

This item ties directly to corporate Strategic Plan in the following areas:

Promote quality of life advantages - The City of Sault Ste. Marie is distinctively poised to provide and promote a superior quality of life. The City is located on the border to the United States and uniquely positioned in the middle of three of the largest Great Lakes.

Maximize economic development & investment - We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.

Develop partnerships with key stakeholders - We are committed to ongoing communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development & Enterprise Services dated 2019 12 02 be approved and that Council authorize the distribution of funds from the Municipal Transient Accommodation Tax as outlined including the creation of a Tourism Development Fund for which criteria will be returned for Council approval.

Further, that Council approve an extension agreement with the SSMEDC to permit spending of MAT funds until such time as the new TourismSSM non-profit is incorporated. By-law 2019-244 appears elsewhere on the agenda for Council approval.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services

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The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

December 2, 2019

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Jonathan Kircal, Planner**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**A-20-19-Z.OP 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott)**

PURPOSE

The applicant, 2135166 Ontario Inc. (c/o Stan Elliott) is requesting Official Plan and Zoning amendments to permit a change in use from Industrial to Commercial.

PROPOSED CHANGE

Official Plan Amendment:

- Re-designate the subject property from Industrial to Commercial on the Official Plan's Land Use map (Schedule C).

Zoning Amendment:

- Rezone the subject property from Medium Industrial Zone (M2) to Traditional Commercial Zone (C1.S) with a special exception to reduce the north east lot-line setback (fronting Cedar Street) from 5 metres to 2.9 metres for the eastern most building (building 1).

Subject Property

- Civic Address: 35 Cedar Street.
- Location: south corner of the Y-intersection of Cedar, Tancred and Maple Streets.
- Approximate Lot Size: 0.37 hectares. 83m along Cedar Street by 46m along Tancred Street.
- Present Use: Office and courier services.
- Owner: Stan Elliott.

BACKGROUND

Decision History

No previous official plan or zoning by-law applications have been submitted for the subject property.

Purpose for the Application

As per the site plan (attachment 1), a personal service business, the applicant's engineering firm, and a courier delivery company occupy buildings 1, 2 and 3 respectively. At a future point in time, the applicant wishes to sever the property into three rectangular commercial parcels as follows:

> **Parcel 1** will be the northern parcel fronting Tancred and Cedar Streets. This portion of the subject property contains no buildings.
> **Parcel 2** will front Cedar Street and will contain an enlarged building 3, which will house the future building location of the engineering firm.
> **Parcel 3** will be the southern most parcel, will front Cedar Street, and contains buildings 1 and 2.

The division of land will be a future application that will be heard by the Committee of Adjustment.

ANALYSIS

Site and Surrounding Area

The subject property is a corner lot of an industrial block. Located on the site are three buildings, with a combined gross floor area of 409 square metres.

To the north, east and west of the subject property, directly across Tancred and Cedar Streets, are single-family residential uses. Industrial uses exist to the south and extend to the Canadian Pacific Railway corridor.

Land Use

Approval of this application will result in permitting uses on the subject property that are commercial in nature. This application represents a change in land use policies and zoning classification that will permit less intrusive forms of activity on the subject property. Industrial uses associated with noise, dust, odors and vibration are currently permitted on the site.

Policy Considerations

Provincial Policy Statement 2014 (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS.

The proposal is consistent with the PPS as follows:

> ***1.1 Managing and directing land use to achieve efficient and resilient development and land use patterns:***

Healthy, liveable and safe communities are sustained by a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term.

The proposal, already benefiting from municipal services and located just outside the Downtown area, will maintain economic opportunity on the subject property without requiring municipal investment in infrastructure.

1.2.6 Land use compatibility:
Major facilities and sensitive land uses should be planned to ensure they are appropriately designed, buffered and/or separated from each other to prevent or mitigate adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term viability of major facilities.

This application, with the proposed conditions, mitigates potential impact between the proposed use of the subject property, the adjacent industrial and residential uses, and nearby railway. The proposal will provide a transitional buffer between the various uses, contributing to the long-term viability of major facilities.

1.3 Employment:
Planning authorities shall promote economic development and competitiveness by: a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs.

This application diversifies employment by unlocking new economic potential on the site and responding to land use needs identified in the land use forecasting study released earlier this year.

1.6.9 Airports, rail and marine facilities:
Planning for land uses in the vicinity of airports, rail facilities and marine facilities shall be undertaken so that:
a. their long-term operation and economic role is protected.

The subject property is approximately 120 and 80 metres from the Canadian Pacific Railway and a rail spur. The proposal will not preclude or negatively affect the use of the rail corridor for its intended purpose.

<u>Growth Plan for Northern Ontario 2011 (GPNO)</u>
The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan.

This application does not conflict with any of the Plans policies.

Ministry Guidelines D-6 - Compatibility Between Industrial Facilities

The D-6 guidelines are intended to be applied in the land use planning process to prevent or minimize future land use problems due to the encroachment of sensitive land uses and industrial land uses on one another. Sensitive land uses include, but are not limited to, schools, parks and playgrounds, daycare centres, nursing homes, and residential dwellings. Different distance separations are suggested based on the type of nearby industrial activity.

Planning staff is satisfied that the conditions of approval, which excludes sensitive uses on the subject property and implements site plan control, sufficiently meets the intended purpose of this guideline.

Official Plan 1996 (OP)

The OP Land Use map (Schedule C) designates the property as Industrial. Amendments to re-designate the subject property from Industrial to Commercial are required to facilitate the proposed use.

The proposed amendment has been reviewed against the policies of the Official Plan, with particular emphasis placed on the following:

> ***Industrial land use policy (I.1):***
> *An adequate inventory of vacant, serviceable industrial land shall be maintained.*
>
> A recent land use forecasting study identified a sufficient supply of serviceable industrial land. Removing the subject property from the industrial land supply will not contravene this policy.
>
> ***Commercial land use goal (2.3.2 - Introduction)*:**
> *The development of new commercial space on lands not properly zoned shall be discouraged until the existing supply of vacant space is reduced to reasonable levels.*
>
> A recent land use forecasting study identified the need for more commercially designated lands to meet future demand. This application proposes additional land to be used for commercial purposes, and as such, is keeping within the intent and purpose of this particular goal.

> ***Downtown policy (C.4):***
> *Construction of major office buildings outside of the Downtown area shall be discouraged and new office buildings shall be encouraged to locate in the Downtown core.*
>
> The purpose of the above-mentioned policy is to encourage the Downtown to be the primary business centre of the community. The proposed zoning amendment ensures that re-designation maintains conformity with OP policy C.4.

The proposed Official Plan amendment represents an appropriate evolution of the Plan.

Zoning By-Law 2005-150
This application seeks to amend the zoning by-law from Medium Industrial Zone (M2) to Traditional Commercial Zone (C1.S) with a special exception.

The C1 zone limits the maximum gross floor area of new office space development outside the downtown to 300 square metres, excluding existing buildings, which have no limit. The existing buildings on the subject property measure 409 square metres. Even though they are marginally larger than what is permitted for new development, these existing buildings can still accommodate office uses without impacting the planned function of the Downtown as per OP policy C.4.

The special exception will reduce the Cedar Street lot-line setback from 5 to 2.9 metres, thereby bringing building 1 into conformity with the C1 building regulations. The streetscape can be described as having grass on the north side and gravel parking on the south. The benefiting structure is relatively small with a width of approximately 7.5 metres. The special exception will not produce negative impacts.

To maintain and enhance land use compatibility, conditions of approval are required. The C1 zone permits uses that are too sensitive to be in close proximity to industrial or railway activities. It is therefore recommended that "*nursing and residential care facilities*", "*residential dwellings*", and "*rooming houses*" not be permitted on the subject property.

Rezoning the property will facilitate repurposing the site from industrial to commercial uses, improving its compatibility with surrounding residential uses without compromising adjacent industrial activities or the railway.

Site Plan Control
Planning staff recommend designating the property as an area of Site Plan Control. This additional layer of development control is needed to provide staff the authority to examine and make recommendations regarding the exterior design of development to

maximize compatibility with the surrounding area. Building design, site access, waste storage, parking, landscaping and more, can be reviewed by staff.

Consultation

Circulated Agencies

As part of the planning process, this application was circulated to all appropriate agencies and City divisions for review, including: Engineering Services, Building Division, Legal, Community Development and Enterprise Services, Economic Development Corporation, Fire Services, PUC Services, Municipal Heritage Committee, Accessibility Advisory Committee, Public Works, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs and Housing, and Ontario Power Generation Inc.

The Building Division has no objections, but noted that building permits for the property remain open and un-finalized. These permits are for interior and exterior building renovations. It is worth noting that building 2 is currently being renovated. The applicant is responsible for finalizing all building permits.

No other comments or objections were received.

Public Comments and Neighbourhood Meeting

The applicant held a meeting on November 19, 2019 at the Civic Centre. Notice of the meeting was mailed to all property owners within 120 metres of the subject property. The meeting was attended by Planning staff and two neighbours, who had no objection to the proposal.

A concern was raised about the potential increase in traffic volumes generated by the redevelopment of the subject property. The City's Transportation Master Plan 2015, classifies Cedar Street as an urban local road with the potential of accommodating local commercial uses. Unlike the current M2 zone, the C1 zone is typically not associated with truck or late night traffic.

At the time of writing this report, Planning staff received no comments from the public.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The applicant is seeking to change land use policies and regulations on the subject property from Industrial to Commercial. An amendment to the Official Plan and Zoning By-law is required to facilitate this transition.

This application represents a repurposing of the subject property that is more compatible with the surrounding residential neighbourhood without impacting nearby industrial uses. Due to the proximity of residential, industrial and railway uses, conditions and site plan control are required to ensure that no land use impacts arise that would impede the function of existing and new uses. Conversion of the site to non-Industrial land will not adversely affect the municipality's industrial land supply.

The proposal conforms to Provincial policies and plans and to the City's Official Plan. City departments and outside agencies identified no major issues with this proposal.

RECOMMENDATION

It is therefore recommended that City Council take the following action:

Resolved that the Report of the Planner dated 2019 12 02 concerning Official Plan and Zoning amendment application A-20-19-Z.OP be received and that City Council approve the application as follows:

1. Approve Official Plan Amendment No. 225 to re-designate the subject property (35 Cedar Street) from Industrial to Commercial.
2. Rezone the subject property from Medium Industrial Zone (M2) to Traditional Commercial Zone (C1.S), with the following special exceptions:
    i. Reduce the north east lot-line setback (fronting Cedar Street) from 5 metres to 2.9 metres for the eastern most building (building 1).
    ii. Exclude "*nursing and residential care facilities*", "*residential dwellings*", and "*rooming houses*" as permitted uses on the subject property.
3. Designate the subject property as an area of site plan control pursuant to Section 41 of the Planning Act.

Respectfully submitted,

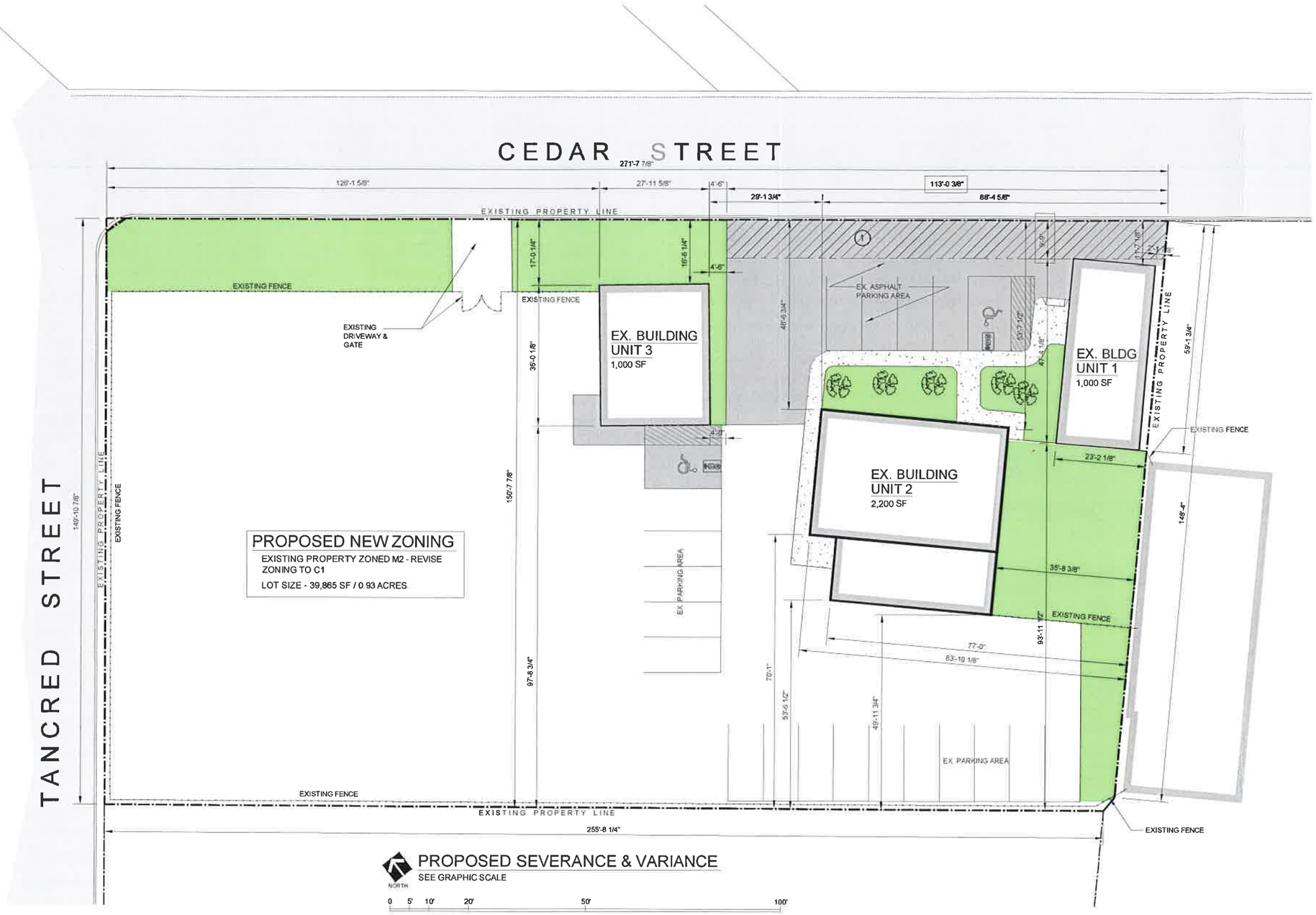
Jonathan Kircal

Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca

Please see list of attachments on following page

ATTACHMENTS

Attachment 1: Applicant Submitted Draft Site Plan
Attachment 2: Official Plan Amendment – Text Change
Attachment 3: Official Plan Amendment - Land Use (Schedule C) Map Change
Attachment 4: Division/Agency Comment
Attachment 5: Aerial Photo Map
Attachment 6: Subject Property Map
Attachment 7: Zoning Map



VARIANCE REQUIREMENTS - ZONING TO C1

ITEM No	SET-BACK VARIANCE			
	DESCRIPTION	EXISITING / REQUIRED CONDITION DUE TO SEVERANCE	PROPOSED VARIANCE	DENOTED AREA
①	EXISTING PROPERTY ZONED M2. EXISTING SINGLE PARCEL IS LEGAL NON-CONFORMING FRONT YARD SET-BACK.	FRONT YARD SET-BACK PRESENTLY IS LEGAL NON-FONFORMING FOR "EX. UNIT No.1" NEW SEVERANCE OF EXISTING SINGLE PARCEL WILL REQUIRE NEW FRONT YARD SET-BACK.	FRONT YARD SET-BACK TO BE 9'-9" (3.56m) OFF OF WALL OF "EX. UNIT No.1"	

ENGINEERS SEAL

S.C.H. ELLIOTT
2019/10/24
PROVINCE OF ONTARIO

REV.	DESCRIPTION	DATE
1	RE-ZONING / VARIANCE REVISED BY: PJG	2019 10 24
	REVISED BY:	
	REVISED BY:	
	REVISED BY:	

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

CLIENT:
2135166 ONTARIO INC.
35 CEDAR STREET
SAULT STE. MARIE

PROJECT:
RE-ZONING & VARIANCE APPLICATION SITE PLAN

TITLE:
STIE PLAN
-

DRAWN BY:	DATE DRAWN:
PJG	2019 10 24
CHECKED BY:	DATE CHECKED
SE	2019 10 24

ISSUED FOR: ZONING / SEVERANCE — DATE ISSUED: 2019 10 24

PROJECT NUMBER:	DRAWING NUMBER:	REVISION:
E190CED	C01b	1

AMENDMENT NO. 225
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to Schedule “C” of the Official Plan.

LOCATION

ST MARYS PT SEC 6 RP 1R5367 PART 3 AND PT PART 2, Located on the south corner of the Y-intersection of Cedar Street, Tancred Street and Maple Street, with approximately 83 metres of frontage along Cedar Street and 46 metres of frontage along Tancred Street. Civic Number 35 Cedar Street.

BASIS

This Amendment is necessary in view of a request to permit certain commercial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

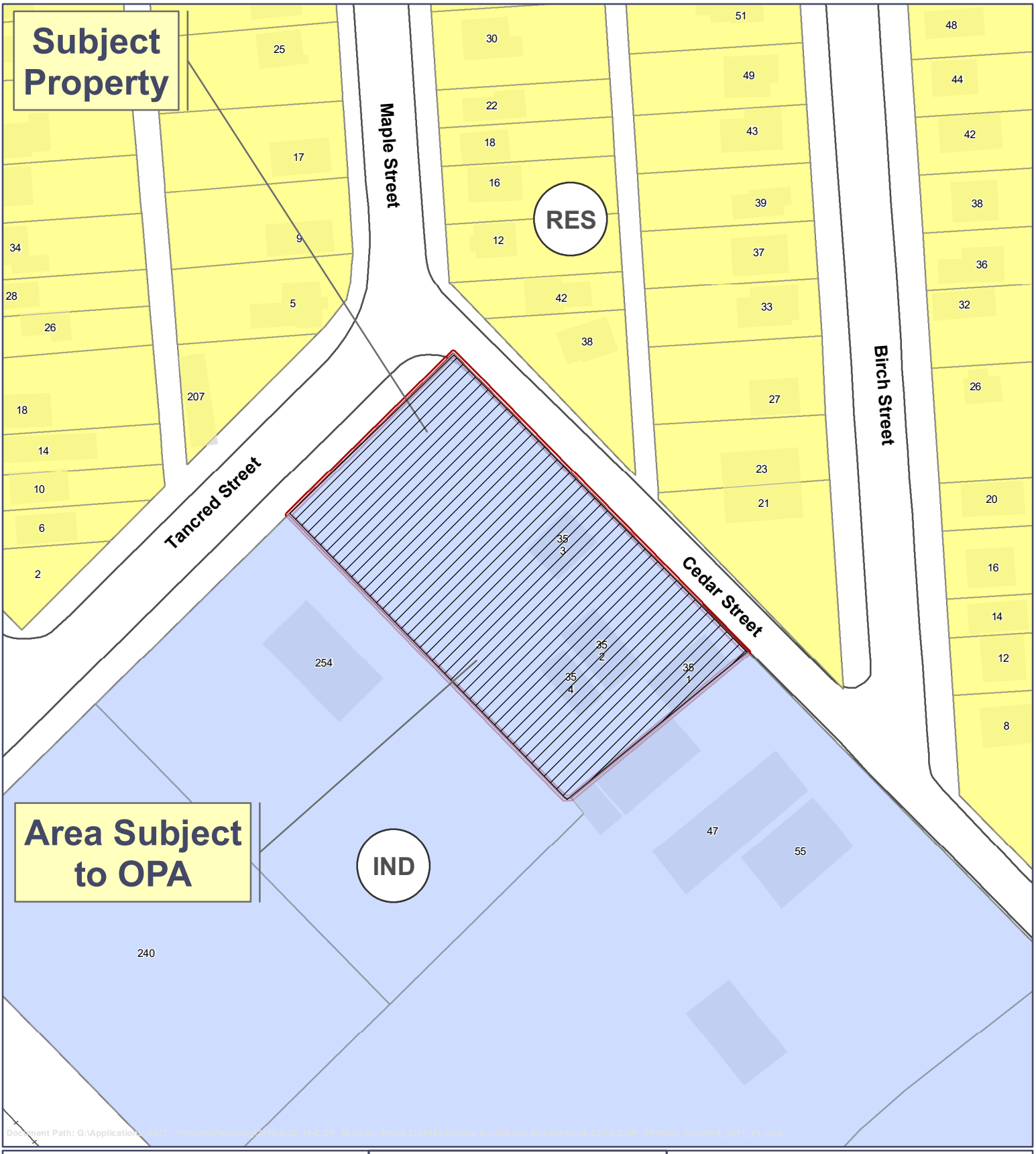
Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the subject property from Industrial to Commercial.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will apply to this Amendment.



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☑ Official Plan Amendment

Official Plan Amendment No.

225

Property Information

Civic Address: 35 Cedar Street
Roll No.: 040018151000000
Map No.: 26/1-29
Application No.: A-20-19-Z.OP
Date Created: October 29, 2019

Legend

Residential
Commercial
Institutional
Parks Recreation
Industrial
Rural Area
Airport Lands
Subject Property: 35 Cedar Street
Parcel Fabric

SAULT STE.MARIE
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

N

From: Francois Couture
Sent: Friday, November 15, 2019 1:39 PM
To: Stephanie Perri <s.perri@cityssm.on.ca>
Subject: RE: Request for Comment - A-20-19-Z.OP - 35 Cedar Street

Hello Stephanie,

Aside from building permits # 0034820, # 003492, # 0035054, # 0035123, # 0035444 and # 2013-0880 that remain open and un-finalized, our office has no objections to the proposed application.

Sincerely,

Francois.



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 35 Cedar Street
Roll No.: 040018151000000
Map No.: 26/1-29
Application No.: A-20-19-Z.OP
Date Created: October 29, 2019

Legend

Subject Property: 35 Cedar Street
Parcel Fabric

SAULT STE.MARIE
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: 2016 20cm Colour
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

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Document Path: G:\Applications (2017 - Present)\Rezoning\2019\A-20-19-Z.OP 35 Cedar Street 2135166 Ontario Inc\GIS and Maps\Maps\A-20-19-Z-OP_SubjectPropertyMap_Oct2019_8x11_V1.mxd

Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 35 Cedar Street
Roll No.: 040018151000000
Map No.: 26/1-29
Application No.: A-20-19-Z.OP
Date Created: October 29, 2019

Legend

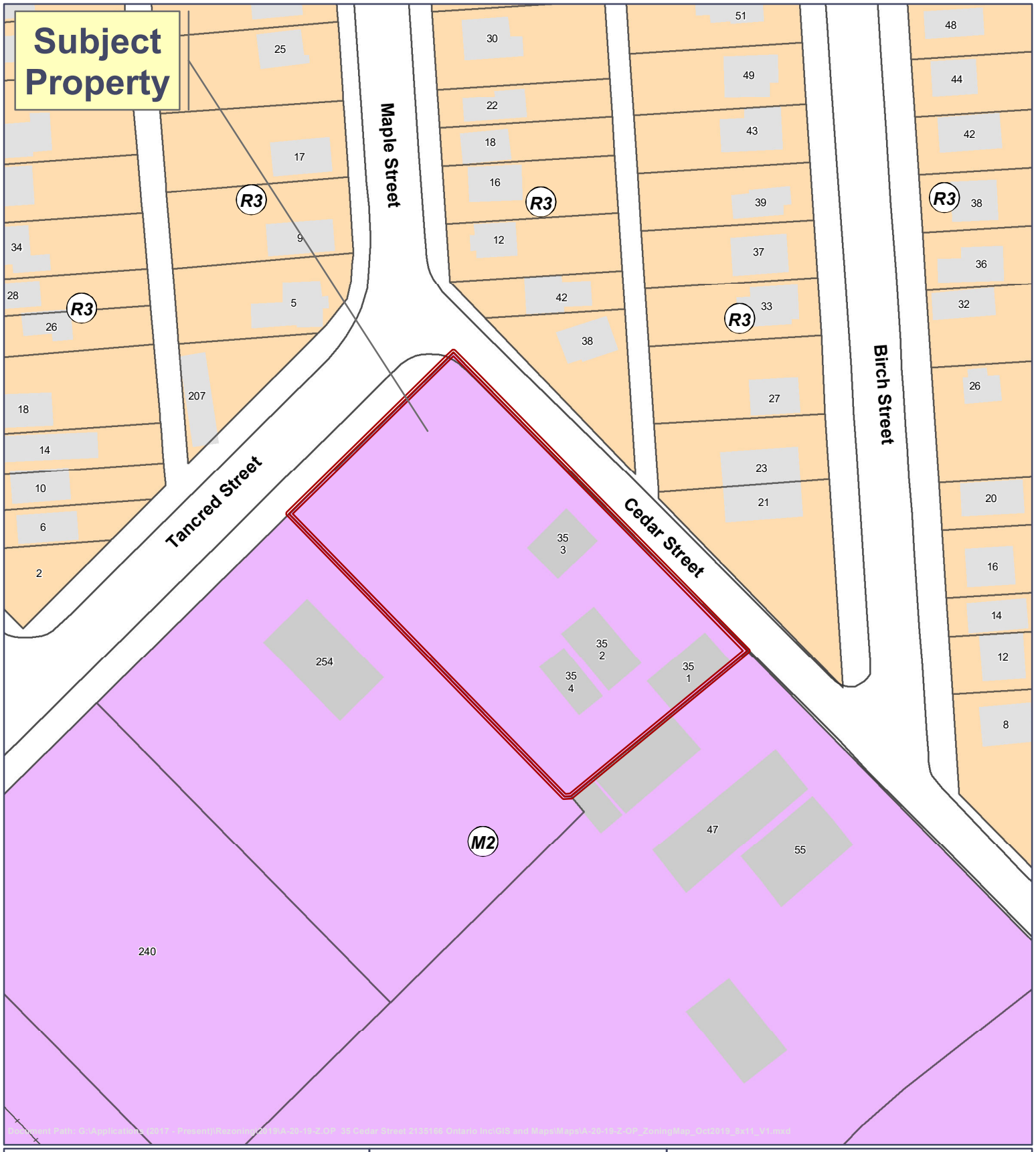
Subject Property: 35 Cedar Street
Parcel Fabric

SAULT STE.MARIE
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Community Development and Enterprise Services Department
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saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

N



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☑ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 35 Cedar Street
Roll No.: 040018151000000
Map No.: 26/1-29
Application No.: A-20-19-Z.OP
Date Created: October 29, 2019

Legend

- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock
- Parcel Fabric
- Subject Property Lands

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This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
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N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-232

AGREEMENT: (AG168) A by-law to authorize the execution of the Third Amending Agreement between the City and The Federal Bridge Corporation Limited to amend the Licence Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018 and as amended by the Second Amending Agreement dated May 6, 2019 to extend the expiry date of this Licence Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited.

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 Third Amending Agreement dated December 2, 2019 between the City and The Federal Bridge Corporation Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is to amend the Licence Agreement dated December 11, 2017, as amended by an Amending Agreement dated December 10, 2018 and as amended by the Second Amending Agreement dated May 6, 2019 to extend the expiry date of this Licence Agreement to permit the occupation and use of the City lands designated to be transferred to The Federal Bridge Corporation Limited.

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 2nd day of December, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-232 FEDERAL BRIDGE THIRD AMENDING AGREEMENT.DOCX

This Third Amending Agreement is made effective the 2nd day of December, 2019 (the "Third Amending Agreement").

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter the "City")

– and –

THE FEDERAL BRIDGE CORPORATION LIMITED

(hereinafter the "FBCL")

WHEREAS the City is the registered owner in fee simple in possession of lands legally described in *Schedule "A"* to this Agreement (collectively referred to as the "Subject Property") and illustrated on the map attached as *Schedule "B"* to this Agreement;

AND WHEREAS the FBCL expressed to the City its desire to acquire the Subject Property to facilitate the construction and ongoing maintenance, occupation and use of a new International Bridge Plaza and accompanying infrastructure (the "Project") and the City is agreeable to same;

AND WHEREAS matters related to the conveyance of the Subject Property are in the process of being finalized;

AND WHEREAS the City and FBCL entered into a Licence Agreement dated December 11, 2017, with an expiry date of December 31, 2018, regarding the Subject Property;

AND WHEREAS the City and FBCL entered into an Amending Agreement dated December 10, 2018, which amended the expiry date of the Licence Agreement to May 31, 2019, regarding the Subject Property;

AND WHEREAS the City and FBCL entered into a Second Amending Agreement dated May 6, 2019 which amended the expiry date of the Licence Agreement to December 31, 2019;

AND WHEREAS FBCL has requested that the expiry date in the said Licence Agreement be extended to May 29, 2020;

AND WHEREAS the City agrees to amend the said Licence Agreement to extend the expiry date in the Agreement to May 29, 2020;

NOW THEREFORE the parties agree as follows:

1. That paragraph 2 of the Licence Agreement be amended to read as follows:

   "The Licence created in Section 1 of this Agreement shall continue until May 29, 2020 or ending at such time as the lands comprising all of the Subject Property are transferred from the City to the FBCL, whichever occurs first."

The remaining paragraphs, Schedules, terms and conditions of the said Licence Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amending Agreement effective as of the date written above.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

_____
MAYOR – CHRISTIAN PROVENZANO

_____
CITY CLERK – RACHEL TYCZINSKI

THE FEDERAL BRIDGE CORPORATION LIMITED

_____
NAME: Micheline Dubé
TITLE: President and Chief Executive officer

_____
NAME: Anthony (Tony) Pickett
TITLE: Chief Corporate Services Officer

We have the authority to bind the corporation

SCHEDULE "A"

The parties hereto acknowledge and agree that the City is the registered owner of the lands legally described as follows:

GEORGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY T127029 BTN QUEEN ST AKA SUPERIOR ST TOWN PLOT OF ST. MARY'S & ALBERT ST AKA MURRAY ST TOWN PLOT OF ST. MARY'S; LT 12 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 2 1R1177 MRO; PT LT 11 N/S SUPERIOR ST, 11 S/S MURRAY ST, 12 S/S MURRAY STREET, 13 S/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 1, 3 & 4 1R1177, PT 1 1R10605 SRO; SAULT STE. MARIE, PIN 31578-0170 (LT);

PT LT 15 S/S MURRAY ST, 16 S/S MURRAY ST, 15 N/S SUPERIOR ST, 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S AS IN RY22821 (SECONDLY, THIRDLY & FOURTHLY) & AS IN T113494 EXCEPT T149152, T339457 & PT 7 1R2137, CLOSED BY BYLAW AL158973; S/T RY48557, T360047, T361971, T84473, T386646 & T113565, T129342; SAULT STE. MARIE, PIN 31578-0173 (LT);

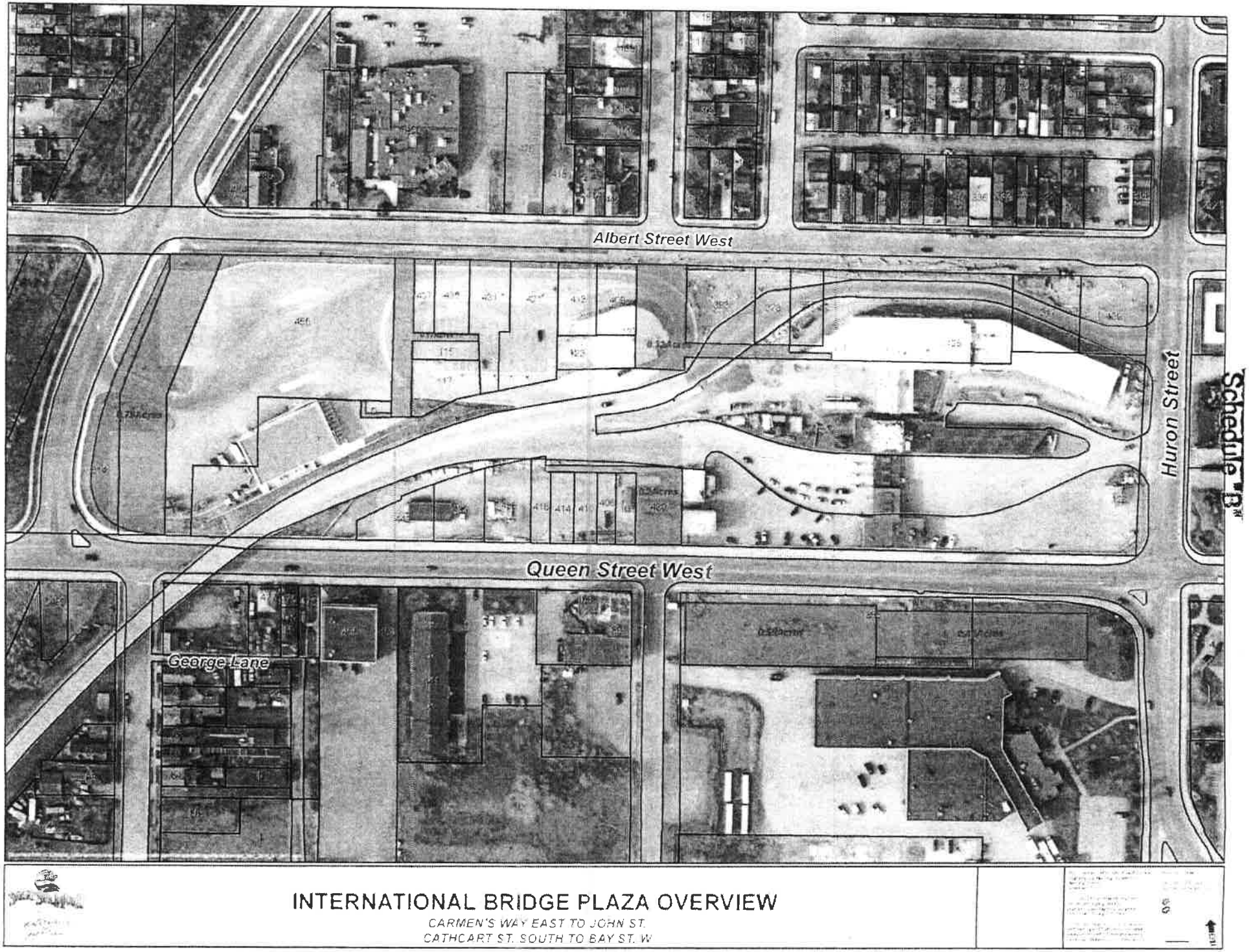
PT LANE PL 4175 ST. MARY'S E OF HUDSON ST & W OF PT 1 & 2 1R10648; PT LANE PL 4175 ST. MARY'S CLOSED BY T441832, PT 1 1R10648; SAULT STE. MARIE, PIN 31576-0010 (LT);

PART HUDSON ST PL TOWN PLOT OF ST. MARY'S N OF PT 4 & 5 1R10149; SAULT STE. MARIE, PART OF PIN 31576-0329 (LT);

PART OF THE FOLLOWING PROPERTIES: LT 19 S/S SUPERIOR ST, 20 S/S SUPERIOR ST, 21 S/S SUPERIOR ST, 22 S/S SUPERIOR ST, 23 S/S SUPERIOR ST, 24 S/S SUPEROR ST, 23 PORTAGE ST, 24 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT LT 19 PORTAGE ST, 20 PORTAGE ST, 21 PORTAGE ST, 22 PORTAGE ST PL TOWN PLOT OF ST. MARY'S; PT PORTAGE ST PL TOWN PLOT OF ST. MARY'S CLOSED BY RY5684, PT 1 TO 8, 1R4514; S/T T433158, T217657, T242063; S/T T241680, T242587, T278276, T456523; SAULT STE. MARIE, PART OF PIN 31576-0024 (LT); AND

PT LT 16 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S PT 7 1R2137; SAULT STE. MARIE, PIN 31578-0196.

The parties further acknowledge and agree that these lands are collectively referred to as the "Subject Property" in this Licence Agreement.



INTERNATIONAL BRIDGE PLAZA OVERVIEW

CARMEN'S WAY EAST TO JOHN ST.
CATHCART ST. SOUTH TO BAY ST. W

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-233

AGREEMENT: (C3.29) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Gymnastic Club to lease 10,724.321 square feet for the gymnasium facilities including adjoining washroom and change rooms at the John Rhodes Centre for the term commencing January 1, 2020 to December 31, 2025.

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 December 31, 2019 between the City and Sault Ste. Marie Gymnastic Club, a copy of which is attached as Schedule "A" hereto. This Agreement is to lease 10,724.321 square feet for the gymnasium facilities including adjoining washroom and change rooms at the John Rhodes Centre for the term commencing January 1, 2020 to December 31, 2025.

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 2nd day of December, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-233 SSM GYMNASTIC CLUB AGREEMENT.DOCX

THIS AGREEMENT made this 31st day of December, 2019.

BETWEEN:

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

of the FIRST PART

- and -

SAULT STE. MARIE GYMNASTIC CLUB
(hereinafter called the "Club")

of the SECOND PART

WHEREAS the Club has been operating in the John Rhodes Centre since 1979;

AND WHEREAS the previous agreements between the City and the Club was signed under the authority of By-law 96-48; 2000-190 and 2005-18;

AND WHEREAS the City undertook an expansion of the John Rhodes Community Centre during the term of the 2000-190 lease with the Club, the result of which was that the area the Club leased increased to 10,724.321 sq.ft. (from 7,123.424 sq.ft. originally);

AND WHEREAS the current lease expires on December 31, 2019, the purpose of this agreement is for the Club to renew its agreement with the City;

NOW THEREFORE the parties in consideration of the mutual covenants and agreements contained in this agreement and subject to the terms and conditions contained in this agreement agree as follows:

1. **TERM**

The City agrees to lease to the Club for its use, 10,724 square feet for the gymnasium facilities including adjoining washroom and change rooms for the term commencing January 1, 2020 to December 31, 2025.

The Club, when not in default of the terms of this agreement, shall have the right to renew this agreement for two (2) optional periods of five (5) years each. The Parties acknowledge that the concept of rent will be negotiated into the subsequent two renewals. If negotiations prove successful, the term of the agreement shall expire on December 31, 2035.

2. **RENTAL PAYMENT**

From January 1, 2020, to March 31, 2020 the Club will pay Two Thousand ($2000.00) Dollars a month plus Five Hundred ($500.00) Dollars for pro-rated utilities. From April 1, 2020, to December 31, 2025 rent will be a nominal One Dollar ($1.00) with utilities pro-rated at One thousand six hundred and fifty five ($1,655.00) Dollars a month. For the remainder of the term, the utilities will increase every June 1st, by the Consumer Price Increase, Ontario ("CPI").

3. **LOAN REPAYMENT**

Under the terms of the agreement dated March 1, 2000, the Club agreed to pay to the City the capital costs attributable to the expanded area. The original capital costs were Two Hundred and Seventy One Thousand Four Hundred ($271,400.00) Dollars. This loan had a twenty (20) year repayment period with the same interest rate as was charged to the City, that being 6.4%. The Club has substantially paid the loan with 3 months of payments remaining. The Club agrees to pay to the City as a loan repayment the final sum of Two Thousand ($2000.00) Dollars per month. This amount includes the repayment amount plus interest. Each loan repayment is due on the first day of the month, with the last payment being made on March 1, 2020.

4. **DISCRIMINATION PROHIBITED**

The Club agrees that no person shall be denied membership in the Club on the basis of the person's sex, race, creed, colour, nationality, ancestry, place of origin, sexual orientation, ethnic origin, citizenship, age, marital status, gender identity, gender expression, disability, record of offences, or family status.

5. **INSURANCE**

The Club agrees to take out and keep in force during the term of this agreement, comprehensive general insurance subject to limits of not less than $2,000,000.00, inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and molestation and abuse coverage. The comprehensive general liability insurance shall include liability coverage for: premises and operations; product or completed operations; written contractual liability; cross liability; contingent employer's liability; personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction or wrongful entry; and liability with respect to non-owned licensed motor vehicles. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
The parties agree that if the Lease is renewed for a second and third renewal, the insurance amount, as noted above, will increase to at least $5,000,000.00.

6. **INDEMNIFICATION**

The Club agrees to indemnify the City against all liability, claims, damages or expenses arising out of any act of negligence by the Club, its servants, agents, invitees or licensees in or about the Club's area, including liability for injury or damage to the person or property of the Club's servants, employees, agents, invitees or licencees.

7. **EQUIPMENT AND MATERIALS**

The City assumes no responsibility for loss or damage to equipment or material belonging to the Club, its servants, agents, invitees or licensees in or about the Club's area, including liability for injury or damage to the person or property of the Club's servants, employees, agents, invitees or licensees.

8. **ADDITIONS OR ALTERATIONS TO PROPERTY**

The Club shall not construct or cause to be constructed any addition to the property or make any renovations to the property without first obtaining the prior written approval of the Manager of Community Arenas ("Manager"). In the event that the Manager authorizes any such addition or alteration the costs of such construction shall be paid by the Club.

9. **CONDITION OF PROPERTY**

At the termination of this agreement or any extension hereof the Club agrees that the property shall be in the same condition as when the Club entered into the property, reasonable wear and tear excepted.

10. **CLUB ACTIVITIES**

The Club shall be wholly responsible for the activities carried on and things done within the gymnasium facilities during the term of this agreement and shall do its utmost to advise the public that the City is not to be contacted respecting events carried on by the Club.

11. **CONCESSIONS AND REFRESHMENT STANDS**

The City retains the right to operate the concessions and refreshment stands and the Club shall not furnish or sell liquid refreshments, food or other concessions in any part of the premises except upon prior approval and consent of the Manager of Community Arenas.

12. **UTILITY COSTS**

With respect to utilities, the amounts for electricity, heat and water for the gymnasium facilities occupied by the Club shall be paid by the Club on a pro rata basis as set out in Section 2.

13. **MAINTENANCE**

The Club shall be responsible for maintenance of the gymnasium facilities including adjoining washrooms and change rooms and the Club shall supply the personnel, equipment and all cleaning supplies necessary for the property maintenance of the gymnasium facilities, including adjoining washrooms and change rooms.

14. **INTERFERENCE**

The Club shall not interfere with the use of the other facilities of the John Rhodes Community Centre by other lessees of the City or by the public, provided that reasonable use by the Club of the gymnasium facilities, pursuant to the terms of this agreement, shall not be deemed to be such interference. The Club agrees to advise the Manager of Community Arenas at least 30 days in advance of any meets or events being held by the Club other than regular Club programming.

15. **FINANCIAL STATEMENTS**

The Club agrees to provide the City with copies of the Club's year-end Financial Statements to be submitted to the City annually.

16. **REGULATIONS AND REQUIREMENTS**

The Club shall not carry on any activities on the premises which, in the opinion of the City, constitutes a nuisance. The Club shall comply with all regulations and requirements of the City as may be in force with regards to the use of the gymnasium facilities.

17. **TAXES**

The Club agrees that if any taxes are payable as a result of the Club's use of the leased premises, the Club shall pay the taxes.

18. **DEFAULT**

(a) If the Club for any reason fails to make a payment of the capital costs required of it and such default continues for a period of 30 days after the payment was due this lease shall immediately be terminated and the Club shall pay to the City any reserves that it has created for the payment of the capital costs.

(b) If the Club defaults for any other reason than as set out in subsection (a) and such default continues for a period of 30 days after notice of the default is given by the City to the Club, the City may without further notice enter upon the area leased to the Club and take possession of it and this lease shall be deemed to be terminated.

(c) The City shall be entitled to seize any assets of the Club left in the leased area at the time of default, including equipment owned by the Club.

19. **SUBLEASE**

The Club shall not sublease any of the premises leased under this Agreement without the written approval of the Manager of Community Centres which approval shall not unreasonably be withheld.

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

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – CHRISTIAN PROVENZANO

_____
CITY CLERK – RACHEL TYCZINSKI

SAULT STE. MARIE GYMNASTIC CLUB

_____
PRESIDENT – ANNA PAQUIN

_____
RECREATION MANAGER – SARAH YOUNG

\\citydata\LegalDept\Legal\Staff\LEGAL\CD & ES\C3.29 SSM Gymnastic Club Agreement\AG36 - SSM Gymnastics Club\SSM Gym Club lease 2019.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-234

PROPERTY SALE: (PR1.124) A by-law to authorize the sale of surplus property, legally described as Part PIN 31539-0019 (LT) to Meeka Tomasic and Michael Bruni.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 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 Meeka Tomasic and Michael Bruni or as otherwise directed at the consideration shown and upon the conditions set out 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 2nd day of December, 2019.

_____

MAYOR - CHRISTIAN PROVENZANO

_____

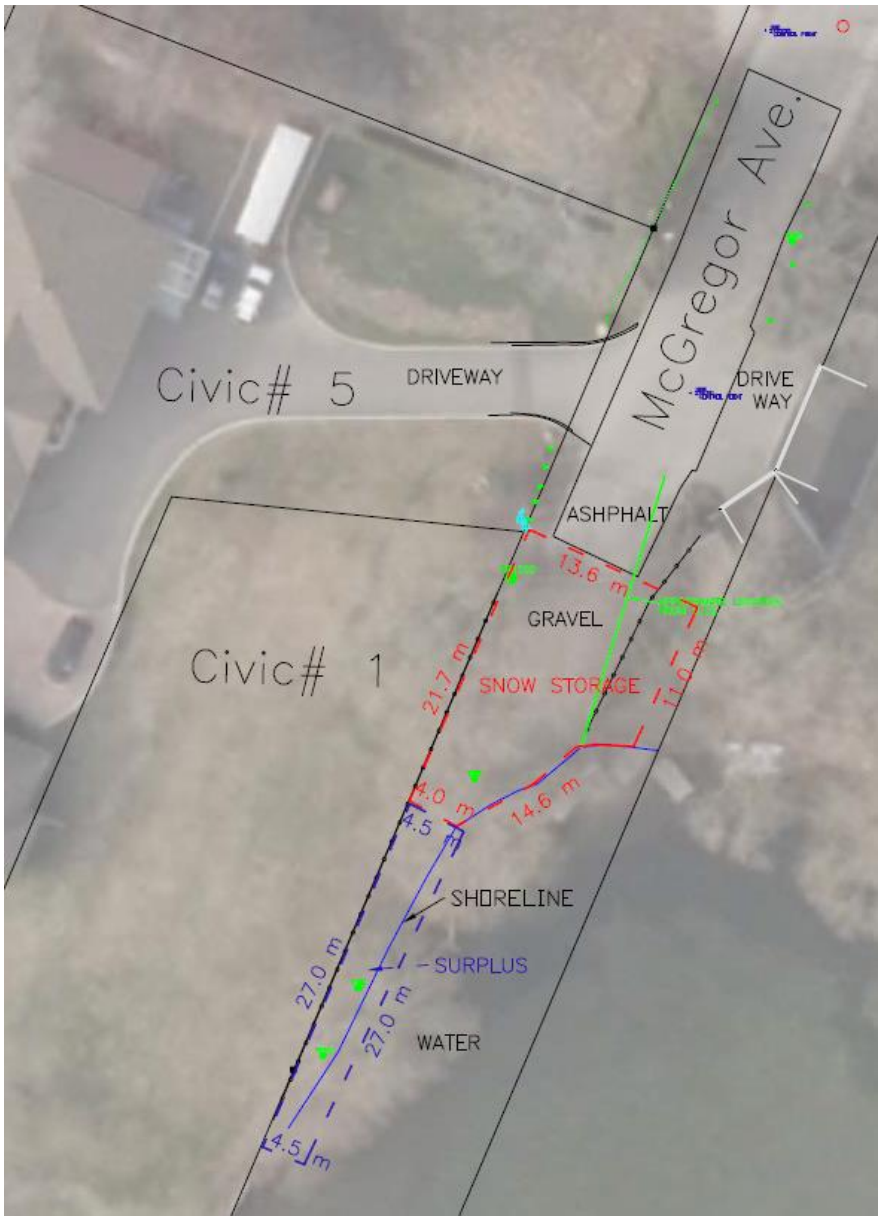
CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2019-234

PURCHASER: MEEKA TOMASIC AND MICHAEL BRUNI

LEGAL DESCRIPTION: PART PIN: 31539-0019 (LT)
PCL 153 SEC AWS; PT WATER LT IN IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE

CONSIDERATION: ONE ($1.00) DOLLAR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-235

FINANCING: (F1.3) A by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2020.

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.

2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by by-law of council.

3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25 percent of the total of

the estimated revenues of the Municipality as set out in the budget adopted for the current year or $10,000,000.00, whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.

5.

a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.

b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.

6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.

7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.

10. **EFFECTIVE DATE**
This by-law shall take effect on the final day of passing.

PASSED in open Council this 2nd day of December, 2019.

_____
MAYOR – CHRISTIAN PROVENZANO

_____
CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-236

FINANCING: (F1.3) A by-law to authorize the borrowing of $15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and $6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

WHEREAS Section 401 of the *Municipal Act, 2001* states a municipality may borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of $15,000,000 for short and long term purposes, the capital expenditures of the Corporation under its construction by-laws; and

WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie deems it necessary to borrow the sum of $6,200,000 for short and long term purposes;

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2020 not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets is estimated to be in excess of $179,000,000;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The Mayor and the Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding $15,000,000 for short and long term purposes to finance the capital expenditures of The Corporation of the City of Sault Ste. Marie under its construction by-laws, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise, with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.

2. The Public Utilities Commission of the City of Sault Ste. Marie is hereby authorized to borrow from time to time by way of promissory note from the City's Banker of any person a sum or sums not exceeding $6,200,000 for short and long term purposes to finance the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie.

3. All sums borrowed pursuant to the authority of this by-law as well as all other sums borrowed by the Corporation in this year and in previous years from the said Bank or lender and remaining unpaid shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.

4. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.

5. Long term purposes is defined as a loan with a fixed rate and term.

6. **EFFECTIVE DATE**

This by-law is effective January 1st, 2020.

PASSED in open Council this 2nd day of December, 2019.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-238

SUBDIVISION CONTROL: (PR6) A by-law to deem not registered for purposes of subdivision control certain lots in the **Pleasant Acres 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 **Pleasant Acres Subdivision** was registered in the Land Titles Division on **October 14, 1961 as Plan H534**; and

WHEREAS a Registrar's Compiled Plan was registered in the Registry Office on **March 21, 1970 as Plan H625**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Pleasant Acres 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 PLEASANT ACRES SUBDIVISION DEEMED NOT REGISTERED**

Blocks A & B Plan H534 & Lot 1 Plan H625, Pleasant Acres Subdivision, 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 Mayor and City Clerk are hereby authorized 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*.

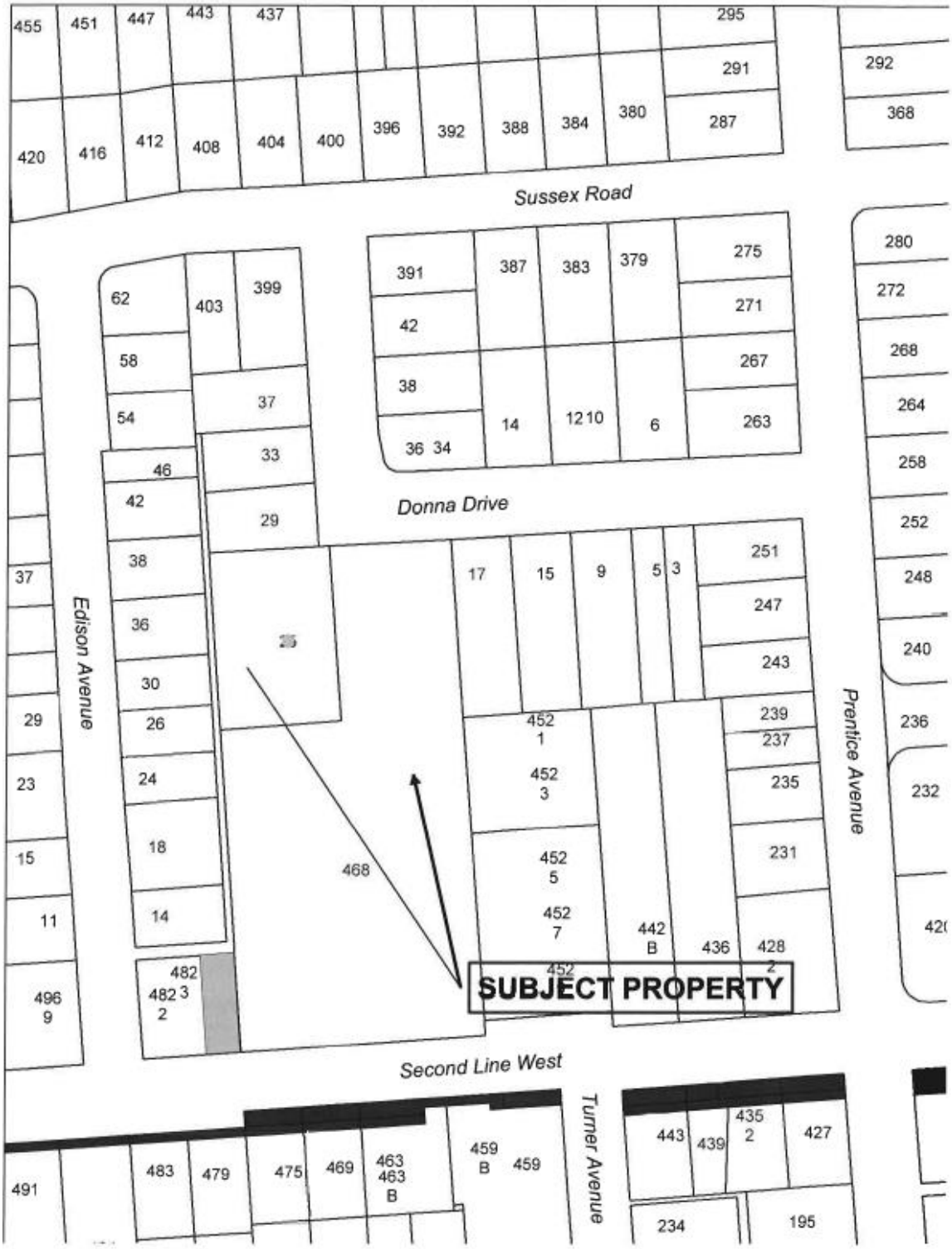
PASSED in open Council this 2nd day of December, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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"THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY."



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-239

REGULATIONS: (R1.77) A by-law to amend Schedule "A" to Payday Loan By-law 2019-164 (being a by-law to licence, govern and regulate payday loan businesses within the City of Sault Ste. Marie.

WHEREAS on September 9, 2019 City Council passed By-law 2019-164, being a by-law to licence, govern and regulate payday loan businesses with the City of Sault Ste. Marie;

AND WHEREAS Schedule "A" to By-law 2019-164 sets out the Fee Schedule;

AND WHEREAS on November 4, 2019 City Council passed By-law 2019-222 being a by-law to establish user fees and service charges;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 151 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. **BY-LAW 2019-164 AMENDED**

   By-law 2019-164 is hereby amended by deleting Schedule "A" attached to By-law 2019-164 and replacing it with Schedule "A" attached hereto.

2. **EFFECTIVE DATE**

   This by-law takes effect on the 1st day of January, 2020.

PASSED in open Council this 2nd day of December, 2019.

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-5 REMUNERATION HOUSEKEEPING BY-LAW.DOC

SCHEDULE "A" – FEE SCHEDULE

Fees are as shown in the Annual User Fee By-law as updated from time to time.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-240

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Jobst Brothers Construction for Façade Upgrades for the RESC Storage Building at 65 Old Garden River Road.

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 December 2, 2019 between the City and Jobst Brothers Construction, as Schedule "A". Due to the high volume of pages, a copy of Schedule "A" may be viewed at the City Clerk's Departments. This Agreement is for Façade Upgrades for the RESC Storage Building at 65 Old Garden River Road.

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 2nd day of December, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-240 Facade Upgrades RESC Building.docx

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

PROJECT SPECIFICATIONS

RESC, 65 Old Garden River Road
Façade Upgrades

TENDER FOR

Façade Upgrades, RESC Building

AT

65 Old Garden River Road
Sault Ste. Marie, ON

FOR THE

The Corporation of the City of Sault Ste. Marie

October 2019

CCDC 2

stipulated price contract

2 0 0 8

Facade Upgrades, RESC Building

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

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5. Contract
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7. Contract Price
8. Contract Time
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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

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GC 12.3 Warranty

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

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

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

CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 2 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2008
Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the 3rd day of December in the year 2019 .

by and between the parties

Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Jobst Brothers Construction

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

Facades Upgrade, RESC Building

insert above the name of the Work

located at

65 Old Garden River Road, Sault Ste. Marie, ON

insert above the Place of the Work

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

Elliott Engineering Inc.

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the 4th day of December in the year 2019 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 1st day of April in the year 2019 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

*

- Facade Upgrades, RESC Building, Sault Ste. Marie, Contract Documents
- Form of Tender (Submitted by Contractor)
- Addendum #1
- Drawings:
  *E18053-S01rev0
  *E18053-S02rev0
- Consultant Recommendation Letter

* *(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)*

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ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Two Hundred & Forty-Six Thousand, Five-Hundred and Eighty-two Dollars and zero cents /100 dollars $ 246,582.00

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

Thirty Two Thousand and Fifty-Five Dollars and 66 cents /100 dollars $ 32,055.66

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

Two Hundred & Seventy-Eight Thousand, Six-Hundred and Thirty-Seven Dollars and Sixty-Six cents /100 dollars $ 278,637.66

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

TD Canada Trust

(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.

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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

Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, ON

address

N/A — *facsimile number*

purchasing@cityssm.on.ca — *email address*

Contractor

Jobst Brothers Construction

*name of Contractor**

1595 3rd Line East, Sault Ste. Marie, ON, P6A 0E1

address

N/A — *facsimile number*

brianjobst@hotmail.com — *email address*

Consultant

Elliott Engineering Inc.

*name of Consultant**

35 Cedar Street Unit II, Sault Ste. Marie, ON

address

N/A — *facsimile number*

pat@eeng.ca — *email address*

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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**
	Corporation of the City of Sault Ste. Marie
	name of owner
signature	*signature*
	Christian Provenzano / Mayor
name of person signing	*name and title of person signing*

WITNESS	**CONTRACTOR**
	Jobst Brothers Construction
	name of Contractor
signature	*signature*
	Nick Jobst / Owner
name of person signing	*name and title of person signing*

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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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.*

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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*.

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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.

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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*.

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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.

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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.

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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.

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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*.

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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*.

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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.

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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*.

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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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.

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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.

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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*.

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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*.

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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.

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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*.

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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 or 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*.

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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 desagreement 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.

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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*;

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(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.*

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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.

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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.

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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 paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

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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

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

Project No. E18053

November 20, 2019

The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Civic Centre, Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Tim Gowans
Manager of Purchasing

RE: Tender Recommendation for the Façade Upgrades – RESC Building

Dear Sir:

Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm November 19th, 2019. These submissions were opened in a public meeting at 3:00 pm the same day. Seven tenders meeting the general requirements of the specification were received for the project. The original tenders were retained at the city, and a copy was provided to our office for detailed review. The results were as such, shown Total Tender Price (A+B+C+D):

MSN Consulting Inc.	$389,500.00 plus HST
Maverick & Son Exteriors & Consulting Services	$386,900.00 plus HST
Mike Moore Construction Ltd.	$257,593.00 plus HST
Jobst Brothers Construction	$246,582.00 plus HST
Saldan General Contractors Inc.	$297,000.00 plus HST
George Stone & Sons Inc.	$498,458.00 plus HST
Palmer Construction Group Inc.	$368,400.00 plus HST

As your consultant, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. Their base tender amount is $217,582.00, plus allowances of $29,000.00, for a 'Total Tender Price' of $246,582.00. HST of 13% is additional to this number where applicable. We therefore recommend that the contract for the work be awarded to Jobst Brothers Construction of Sault Ste. Marie, Ontario.

Should you have any questions, comments or require any additional information please do not hesitate to contact the writer.

Yours very truly,

Pat Giunti, Project Manager

Nov. 20, 2019 THIS Tender Has Been Received

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

PROJECT SPECIFICATIONS

RESC, 65 Old Garden River Road
Façade Upgrades

FORM OF TENDER-SAMPLE

1. SCOPE OF WORK & PROJECT OVERVIEW

1.1 The successful contractor will enter into an agreement with the owner made up of CCDC2-2008 and the Tender Documents. The Engineer will provide documentation for signing to the owner and the contractor.

1.1.1 Tender by:

Name: Jobst Brothers Construction
Address: 1595 3rd Line East
City: Sault Ste. Marie, Ont.
Postal: P6A 0E1
Date: Nov. 19 2019

1
(89,250.00
128,332.00
217,582
+ 29,000
246,582

1.1.2 To: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

1.1.3 I (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable me (us) to submit this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Document, for the total Tender Price of:

TABLE 1 (REF. 01 21 00)

A.	Brick Removal	89,250.00
B.	New Façade (siding)	128,332.00
C.	Materials Testing and Inspection Allowance	4,000.00
D.	Contingency Allowance	25,000.00
TOTAL TENDER PRICE (A+B+C+D)		246,582.00

1.1.4 The Total Tender Price is EXCLUSIVE of the Federal Harmonized Sales Tax.

1.1.5 The Owner will pay the Federal Harmonized Sales Tax to the Contractor on each progress draw. The amount of the H.S.T. due will be based on the net value of the Work performed in the previous period.

1.2 Contingencies and Allowances

1.2.1 We agree that the Tender Price includes all allowances and that no part of this sum shall be expended without the written direction of the Consultant, any part not so expended shall be deducted from the Contract Price.

1.3 Additions and Deductions

1.3.1 The Tenderer agrees that, if this tender is accepted by the Owner:

a. Will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Consultant in accordance with the Contract; and,

b. The carrying out of any work referred to in paragraph 1 above or the issuance by the Consultant of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of any Contract Change Order previously issued by the Consultant or any of the rights of the Owner or of the Consultant under the Contract.

1.3.2 The Tenderer agrees that, if this tender is accepted by the Owner:

1.3.3 The prices applicable to work referred to in paragraph 1.3.1.1 above shall be determined as follows:

a. The Schedule of Items and Prices shall apply where applicable;

b. If the above Schedule is inapplicable, the prices shall be determined in accordance with the General Conditions as amended by the Supplementary Conditions.

1.3.4 The Tenderer agrees that he is not entitled to payment of the Allowances except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Consultant in writing.

1.4 Addenda

1.4.1 We agree that we have received addenda 1 to 1 inclusive, and the tender price includes for the provisions set out in such addenda.

1.4.2 We agree that we have received Letter of Clarification 0 to [illegible] inclusive, and the tender price includes for the provisions set out in such letters.

1.5 Contract Time

1.5.1 We agree to commence the Work as specified, to proceed continuously to completion and to have all work complete by March 1, 2020.

1.6 Declaration of Tenderer

1.6.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.6.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.7 Conditions of Tender

1.7.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

1.8 Disclaimer

1.8.1 The Tenderer agrees and acknowledges there is no presentation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.9 Signing of Tender

1.9.1 This price is offered on behalf of the Contractor

Soo Yard Works Ltd o/a Jobst Brothers Construction
NAME OF CONTRACTOR

1595 3rd Line East, Sault Ste. Marie, Ont.
ADDRESS

705 - 542 - 8197
TELEPHONE NUMBER

(AFFIX COMPANY SEAL ABOVE)

Nick Jobst
SIGNING OFFICER

Brian Jobst
WITNESS

Nov. 19 2019
DATE

Note: If the tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation, or wafer seal, must be affixed. If the tender is submitted by or on behalf of an individual or a partnership a seal must be affixed opposite the signature of the individual or of each partner and each signature shall be witnessed.

LIST OF SUBCONTRACTORS (REF. 00 43 36)

SUBCONTRACTOR TRADE	LIST OF SUBCONTRACTORS
Electrical	Permanent Electric
Siding	KS and Company

Note: The contractor is to provide the names of any other sub-trade included in spaces provided.

TRISURA®

BID BOND

CCDC 220-2002

No. SCB01124

Bond Amount: 10% of the tender price

Soo Yard Works Ltd. as Principal, hereinafter called the Principal, and **TRISURA GUARANTEE INSURANCE COMPANY** a corporation created and existing under the laws of **CANADA** and duly authorized to transact the business of Suretyship in Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE CITY OF SAULT STE. MARIE as Obligee, hereinafter called the Obligee, in the amount of 10% of the tender price 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 19 day of November, in the year 2019 for RESC Facade Upgrades, Contract No. E18053.

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 15 day of November, in the year 2019.

SIGNED and SEALED in the presence of:

Soo Yard Works Ltd.

Signature (Witness as to Principal)

Signature (seal)

Brian Jobst - Secretary
Print Name of Witness

Nick Jobst - President
Print Name of Person Signing

TRISURA GUARANTEE INSURANCE COMPANY

Karen Chamberlain, Attorney-in-fact (seal)

CCDC

TRISURA

SURETY'S CONSENT

Date: November 15, 2019

Bond No: SCB01124

WHEREAS **Soo Yard Works Ltd.** (the "Principal") has submitted a written tender to **THE CORPORATION OF THE CITY OF SAULT STE. MARIE** (the "Obligee") dated November 19, 2019 (the "Tender Date"), concerning:

RESC Facade Upgrades, Contract No. E18050

and the condition of this obligation being such that 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 of tender, we, **TRISURA GUARANTEE INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond of **fifty percent (50%)** of the contract price not exceeding the maximum sum of **fifty percent (50%) OF THE AMOUNT OF THE TENDER**

2. a labour & material payment bond of **fifty percent (50%)** of the contract price not exceeding the maximum sum of **fifty percent (50%) OF THE AMOUNT OF THE TENDER**

This consent shall be null and void thirty (30) days following the award of the contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

TRISURA GUARANTEE INSURANCE COMPANY

Karen Chamberlain, Attorney-in-Fact

Addendum No. 1
Date Issued: November 13, 2019

This addendum is herby made part of the Contract Documents and modifies the original bidding documents as per items noted below. This addendum is to be attached to the tender documents. The contractor's Tender price will reflect these changes. It is the contractor's obligation to ensure that all Sub-Contractors receive all addendums. There is four (4) page contained within this addendum.

Items

Item 1 – Site Meeting

1.1 Question – Does the brick mortar contain asbestos.
Reply – The mortar was tested. Contains no asbestos. Refer to attached report.

1.2 Question – Who handles snow removal.
Reply – Snow removal at the front side of the building (side facing west) is handled by the *Owner*, except in the work area of the contractor, which is the contractor's responsibility. The snow removal is the responsibility of the contractor for the north, south and east sides.

1.3 Question – Moving of the bus and vehicle on the south side.
Reply – Vehicles have already been moved.

1.4 Question – Movement of the garbage bins.
Reply – The Owner shall be responsible to relocate garbage bins at the time of construction.

1.5 Question – Siding requirements and colors.
Reply – The contractor shall "best match" both the profile and the color of the existing fire services building siding. Color shall be chosen from the standard color pallet of such companies such as VicWest and or Agway Metals etc. Sample shall be submitted to the consultant for approval.

1.6 Question – Painting of exposed metal such as around the overhead doors.
Reply – Due to budgetary constraints no allowance has been made for painting. However, if the budget allows after tender, the Consultant may request a quote from the successful contractor.

1.7 Question – Is it possible to have one of the vehicle bays as a 'lay down area' for materials.
Reply – Presently it is hoped that a 'bay' **may** be allotted to the successful contractor for a 'lay down area'. This is yet to be confirmed.

1.8 Question – The east side man doors appear to be in rough shape. Is there an allowance for replacement?

Reply – Presently there is no allowance for replacement. The man doors exhibit some rusting but, appear to be mortar filled and are not at a failure point.

1.9 The representative from the fire services noted that Bay No.18 must be accessible at all times during construction. The contractor shall coordinate with fire services.

1.10 The representative from the fire services noted that the building is a working facility and will require access during construction. The contractor shall coordinate the work with fire services personnel to ensure no conflicts occur.

1.11 As noted on the walk thru there was an elbow missing from the exhaust duct of one of the radiant tube heaters. A new elbow shall be provided by the owner and shall not be the responsibility of the contractor.

1.12 There shall be a requirement for the successful contractor to meet with both the Fires Services and the City of SSM Police Department prior to beginning of construction to discuss coordination and needs for access. Two Bays are presently used by the City of SSM Police Dept.

Item 2 – General Questions During Tender

2.1 Question – What type of air barrier is required
Reply – Typar or any other construction membrane air barrier is acceptable.

2.2 Question – Is there an option to not remove the brick
Reply – presently we shall be going with the work as planned. Brick removal shall be included.

2.3 The Phone Number for George Stone & Sons is 705-256-6201. The number was incorrectly noted on the Sign-in / Contractor Plan Taker Documents earlier issued.

2.4 Question – Is there an option to infill the existing rear windows instead of capping and flashing effectively having the sheething on the east face run for the top to the bottom.
Reply – presently we shall be going with the work as planned. Include for Capping, Flashing and caulking as required.

Item 3 – Changes to Drawings or Tender

3.1 Refer to drawing S02. Detail 3/S01. There shall be no requirement to modify the existing steel door jambs. Refer to Item 3.2.

3.2 The contractor shall provide a 3" 'Z-Bar' instead of the 1 ½" 'Z-Bar'. This will affectively move the new siding out to the foundation line and better align with the existing steel frames around the overhead doors.

2.3 The Phone Number for George Stone & Sons is 705-256-6201. The number was incorrectly noted on the Sign-in / Contractor Plan Taker Documents earlier issued.

2.4 It has been decided that there will not be a requirement for Spray Foam Insulation. The contractor shall instead provide 4x8 rigid insulation sheets by 1 ½" thick, similar or equal to AMVIC SilerBoard Perforated. If Perforated board is used there is no requirements for an Air Barrier membrane. However all joints shall be taped regardless.

End of Addendum 1

PART 1. DIVISION 00 - INSTRUCTIONS

00 21 00 INSTRUCTIONS TO BIDDERS

1.1 TENDER AWARD

1.1.1 The owner shall not be obligated to accept the lowest, any part, or any tender, and may reject any or all tenders at the owner's discretion. An incorrectly or not fully filled out Form of Tender will be rejected.

1.2 SUBMISSION OF CERTIFICATE, BONDS, SCHEDULE & INSURANCE

1.2.1 Current WSIB Clearance Certificate at awarding of contract.

1.2.2 Agreement to Bond, including Performance Bond and Labour & Material Payment Bond or Letter of Credit, shall be included in tender submittal.

1.2.3 Builders Risk Insurance certificate and Liability Insurance certificate as per CCDC2-2008 at **awarding of contract**.

1.3 SCHEDULING OF CONSTRUCTION

1.3.1 Time shall be of the utmost importance for this contract and the 'work' is to be wholly completed by March 1, 2020, subject to City council approval.

1.4 EXAMINATION OF SITE & DOCUMENTS

1.4.1 All bidders shall examine CCDC2-2008 "Form of contract", all tender documents and place of work and shall fully inform themselves of existing conditions & limitations and shall have included in their Stipulated Price all costs to complete work of this Contract. No consideration will be given by Owner for difficulties encountered by Contractor or Subcontractors due to features or conditions of site, or adjacent surrounding public & private properties that existed and were visible and or noted at time of tender submission. The contractors shall attend a mandatory site meeting. Site meeting will be held on November 6th, 2019 at 10:00 am in the building's parking area. Contractors are to assemble at the parking area.

1.5 CONSTRUCTION PRACTICES

1.5.1 It shall be the contractor's obligation and responsibility to verify and use the best and most appropriate construction processes in all the work that is done. If the contractor suspects that there is potential for damage to the owner's property and structures or adjacent third party property or structures, the contractor is to engage the services

of a qualified engineer to review the situation and notify immediately the consultant of their concerns. It shall be the contractor's responsibility to avail themselves of any concerns in regards to any pre-existing conditions of owner's property and structures and any adjacent third party property and structures.

1.6 TENDER DOCUMENTS

1.6.1 Tender Documents are to consist of:

Tender specifications, **"Tender for Façade Upgrades, RESC Building"**

a) Drawings, E18053-S01 thru E18053-S02

b) Addendums and Letters of Clarification (if generated).

c) Form of Tender

1.6.2 Tender Documents are intended to act as a general guide to describe overall extent of work required. The Specifications are divided into various sections for convenience, but shall be read as whole & together with drawings.

1.6.3 Where items, equipment & services are shown or called for, coordinate work to avoid interference between adjacent work of all trades. Location of un-dimensioned items, equipment, fixtures, outlets, conduit, piping, etc. shall be considered approximate. Actual location shall be as directed on site by Consultant to suit job conditions. In all cases maintain minimum Ontario Building Code requirements.

1.7 DISCREPANCIES OR OMISSIONS

1.7.1 Notify Consultant if discrepancies or omissions in Tender Documents are found or if there is doubt as to the meaning or intent of any part thereof. Consultant will send written addendum clarification to all Contractors. Issued addendum material shall be incorporated into Stipulated Price. Contractors shall be responsible for ensuring that all Subcontractors have included for addendum material.

1.8 TENDER SUBMISSION

1.8.1 Sealed tenders shall be hand submitted in a sealed, opaque envelope on attached bid form and shall include as a minimum a total tender price, and if appropriate a brief description of any features deemed relevant by the submitting contractor for evaluation purposes of their tender. Detailed descriptions and or additional information will be requested post tender by the consultant if necessary. Oral, telephone, or faxed submissions or modifications to same not accepted. Contractors shall attend a mandatory site meeting on Wednesday November 6th, 2019 at 10:00 am (Eastern). **Submit Tenders no later than 12:00pm (Eastern), Tuesday November 19, 2019 to the City Clerk, Corporation of the City of Sault Ste. Marie, 99 Foster Drive, Sault Ste. Marie, ON. Submit addressed to Attn: City Clerk, Corporation of the City of Sault Ste. Marie, 99 Foster Drive, Sault Ste. Marie,**

ON, P6A 5X6. Tenders will be publicly opened at Tuesday November 19th, 2019 Civic Centre, 99 Foster Drive, Sault Ste. Marie, ON at 3:00 pm local time (Eastern) in the Steelton Room, Level 3. Tenders will be unequivocally open to acceptance for 60 days from bid submission date. The successful Contractor is to be notified of acceptance on or before Tuesday December 3rd, 2019 by Letter of Intent.

1.9 WORKS BY OTHER CONTRACTORS

1.10 SUB CONTRACTORS AND TRADES

1.10.1 The contractors will include and name in their tender all Sub-Trades that are to be used on the project on the form included.

1.10.2 Once the tender has been awarded no substitution of Sub-Trades shall be permitted unless written approval is given by the consultant.

00 24 13 SCOPE OF BIDS

1.11 SCOPE OF WORK & PROJECT OVERVIEW

1.11.1 This project entails the existing brick removal and then cladding of the exterior of The RESC Building, Sault Ste. Marie.

a) The work generally consists of (but is not limited to) the removal of the existing exterior brick veneer.

b) The installation of new sub framing (Z-girts) and the application of spray foam with a new exterior metal siding applied as the exterior finish.

i) The contractor shall attend the mandatory site meeting.

ii) The contractor shall coordinate all work and work areas with RESC staff and shall provide a schedule of the work and areas. This building is a working facility and requires access. However, areas can be closed off while construction is underway.

iii) Comply with all environmental regulations; and,

iv) Maintain the Site in a safe condition for its workers, Project Manager, Consultant, Suppliers, and anyone else who from time to time is on the work Site; and,

v) Restrict access to the work site to all but those who have business on Site; and,

vi) Clean up the Site of all unnecessary by-products prior to completion of the Work.

vii) Provide the Project Manager with an estimated schedule for the project based on an anticipated award date of December 3rd, 2019. Denote Schedule located within this document.

viii) All work to be performed during a regular work week. However this facility runs 24hrs a day and as such accommodations may be made to work on weekend. No allowance will be made for evening or weekend work.

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

x) The contractor prior to commencement of the work is to do a comprehensive review of the building prior to commencement of work. Any items that are noted are to be brought to the attention of Elliott Engineering Inc. representative prior to work beginning. Times and dates will be arranged thru the facilities operating manager. The Contractor is not to enter the site unannounced.

xi) Safety and or barrier fencing shall be provided by the contractor and shall be located to provide restricted access to the area.

xii) The contractor shall provide a 'porta potty' for use by their forces during construction.

c) The work shall take place during the winter months. As such the contractor shall include for in their tender for all colder weather requirements that may be associated with the work. The contractor shall not receive additional monies for winter construction such as heating / hording etc.

1.12 PROJECT MANDATE

1.12.1 To provide a functional and economical exterior finish free of leaks. With enhanced insulative value and better aesthetics.

1.13 CONTRACT

1.13.1 The successful contractor will enter into an agreement with the owner made up of CCDC2-2008 and the Tender Documents. The Engineer will provide documentation for signing to the owner and the contractor.

1.14 SCHEDULE

1.14.1 The successful contractor will be expected to commence work December 9th, 2019, subject to council approval. This shall facilitate the time required for acquisition of bonds where required.

1.14.2 All work is to be completed by March 1st, 2020.

1.15 TOTAL TENDER PRICE

1.15.1 The Total Tender Price refers to Table 1 (Page 7) and is EXCLUSIVE of the Federal Harmonized Sales Tax.

00 41 00 FORM OF TENDER-SAMPLE

1. SCOPE OF WORK & PROJECT OVERVIEW

1.1 The successful contractor will enter into an agreement with the owner made up of CCDC2-2008 and the Tender Documents. The Engineer will provide documentation for signing to the owner and the contractor.

1.1.1 Tender by:

Name: XYZ Construction Company Ltd.

Address: 123 Fake Street

City: Anytown, ON

Postal: 123 456

Date: June 16, 2016

1.1.2 To: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5X6

1.1.3 I (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable me (us) to submit this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Document, for the total Tender Price of:

TABLE 1 (REF. 01 21 00)

A.	Brick Removal	
B.	New Façade (siding)	
C.	Materials Testing and Inspection Allowance	
D.	Contingency Allowance	
TOTAL TENDER PRICE (A+B+C+D)		

1.1.4 The Total Tender Price is EXCLUSIVE of the Federal Harmonized Sales Tax.

1.1.5 The Owner will pay the Federal Harmonized Sales Tax to the Contractor on each progress draw. The amount of the H.S.T. due will be based on the net value of the Work performed in the previous period.

1.2 Contingencies and Allowances

1.2.1 We agree that the Tender Price includes all allowances and that no part of this sum shall be expended without the written direction of the Consultant, any part not so expended shall be deducted from the Contract Price.

1.3 Additions and Deductions

1.3.1 The Tenderer agrees that, if this tender is accepted by the Owner:

a. Will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Consultant in accordance with the Contract; and,

b. The carrying out of any work referred to in paragraph 1 above or the issuance by the Consultant of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of any Contract Change Order previously issued by the Consultant or any of the rights of the Owner or of the Consultant under the Contract.

1.3.2 The Tenderer agrees that, if this tender is accepted by the Owner:

1.3.3 The prices applicable to work referred to in paragraph 1.3.1.1 above shall be determined as follows:

a. The Schedule of Items and Prices shall apply where applicable;

b. If the above Schedule is inapplicable, the prices shall be determined in accordance with the General Conditions as amended by the Supplementary Conditions.

1.3.4 The Tenderer agrees that he is not entitled to payment of the Allowances except for additional work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Consultant in writing.

1.4 Addenda

1.4.1 We agree that we have received addenda _____ to _____inclusive, and the tender price includes for the provisions set out in such addenda.

1.4.2 We agree that we have received Letter of Clarification _____ to _____ inclusive, and the tender price includes for the provisions set out in such letters.

1.5 Contract Time

1.5.1 We agree to commence the Work as specified, to proceed continuously to completion and to have all work complete by March 1, 2020.

1.6 Declaration of Tenderer

1.6.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.6.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.7 Conditions of Tender

1.7.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.

1.8 Disclaimer

1.8.1 The Tenderer agrees and acknowledges there is no presentation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.9 Signing of Tender

1.9.1 This price is offered on behalf of the Contractor

NAME OF CONTRACTOR

ADDRESS

TELEPHONE NUMBER (AFFIX COMPANY SEAL ABOVE)

SIGNING OFFICER WITNESS

DATE

Note: If the tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation, or wafer seal, must be affixed. If the tender is submitted by or on behalf of an individual or a partnership a seal must be affixed opposite the signature of the individual or of each partner and each signature shall be witnessed.

LIST OF SUBCONTRACTORS (REF. 00 43 36)

SUBCONTRACTOR TRADE	LIST OF SUBCONTRACTORS

Note: The contractor is to provide the names of any other sub-trade included in spaces provided.

00 43 36 SUBCONTRACTORS

1.16 SELECTION

1.16.1 Contractor shall select subcontractors known for their ability to perform work quickly yet competently & shall ensure that those subcontractors base their pricing on the Contractors proposed construction schedule, all addendums and Letter of Clarification. The contractor shall be fully responsible for the work done on the project by the sub-contractors.

1.17 COORDINATION

1.17.1 General Contractor is to allow for all necessary coordination with all subcontractors to ensure timely completion of the work.

1.18 SUBCONTRACTOR LIST

1.18.1 The General Contractor will provide a list of the Subcontractors. The General Contractor will not substitute any 'Subcontractor without the express written consent of the owner. See Form of Tender for List of Subcontractors

00 43 93 SUBMITTALS WITH TENDER

1.19 FORMS

1.19.1 Submit completed consultant tender form.

1.20 TENDER LIST

1.20.1 Submit with the tender a list of proposed sub-contractors to be used on this project as noted in 00 43 36 in Form of Tender.

1.21 BID BOND

1.21.1 Tenders shall be accompanied by a Security Deposit (Bid Bond or Certified Cheque) for the amount of **10% of the Total Tender Price (excluding Materials Testing and Inspection Allowance and Contingency Allowance)**.

1.21.2 If using a Certified Cheque – the Cheque shall be made payable to the "Corporation of the City of Sault Ste. Marie"

1.21.3 If using a Bid Bond – endorse the Bid Bond in the name of the Owner, as oblige, signed and sealed by the principal Contractor and Surety. Use the latest edition CCDC approved Bond Forms.

1.21.4 Security deposit will be returned after delivery to Owner of Required Performance, and Labour and Material Payment Bond(s) by the accepted tenderer.

1.21.5 If no contract is awarded, all security deposits will be returned.

1.22 CONSENT OF SURETY OR AGREEMENT TO BOND

1.22.1 Tenders shall be accompanied by a Consent of Surety or Agreement to Bond, signed and sealed by Tenderers' surety, stating that surety is willing to supply Performance and Labour and Materials Payment Bond.

1.22.2 Include the cost to provide this Consent of Surety or Agreement to Bond in the Total Tender Price.

1.23 PERFORMANCE AND LABOUR AND MATERIALS BONDS

1.23.1 The successful Tenderer in order to execute the contract shall submit the following Bonds/Surety:

a) Performance Bond

i) A Performance Bond shall be the CCDC form 221 (2002) Performance Bond for the amount not less than **fifty percent (50%)** of the **Total Tender Price +HST.**

ii) Refer to CCDC Document 2 (Revised 2008) Article GC 11.2.

iii) The issuing company of the bond must be approved by the Canadian Construction Association.

iv) Performance Bond shall remain in place for a period of 12 months from the date of final certificate of payment.

b) Labour and Material Payment Bond

i) A Labour and Material Payment Bond shall be CCDC form 222 (2002) Labour Material Payment Bond for the amount not less than **fifty percent (50%)** of the **Total Tender Price +HST.**

ii) Refer to CCDC Document 2 (Revised 2008) Article GC 11.2.

iii) The issuing company of the Bond must be approved by the Canadian Construction Association.

1.23.2 Include the cost to provide the Bonds in the Total Tender Price.

1.23.3 Both Performance Bonds and Labour and Materials Bonds are to be provided within seven (7) days of Tender Award, after receiving notification of acceptance of their quotation from the Owner, (Letter of Intent) or forfeit the amount of the Bid Bond enclosed with the tender.

00 62 00 TAXES

1.24 SALES TAX

1.24.1 Include in the Tender Price all Customs Duty in effect and payable on all taxable building materials at time of tender submission.

1.25 HARMONIZED SALES TAX

1.25.1 Exclude HST from the Tender Price. HST will be paid to Contractor on each progress draw. Contractor shall indicate at bottom of each progress draw as a separate itemized figure the amount of HST the owner is legally obliged to pay.

00 73 16 INSURANCE REQUIREMENTS

1.26 GENERAL CONDITIONS

1.26.1 Refer to General Conditions G.C. 11.1 “Insurance” in CCDC 2 – 2008. Provide all insurance coverage required therein with the exception of “Aircraft and Watercraft Liability Insurance” and “Boiler and Machinery Insurance”.

1.26.2 All insurances are to cover the owners (City of Sault Ste. Marie) and the owner’s representatives (consultant), while carrying out their duties on the construction site.

1.27 LIABILITY INSURANCE

1.27.1 Liability Insurance referenced above shall be not less than Five Million Dollars. “All Risks” insurance for full replacement value including amount of HST for the full duration of the contract is required and all costs associated shall be borne by this contract.

00 73 19 WORKPLACE HEALTH & SAFETY

1.28 WORKERS

1.28.1 **Safety of workers on this site is paramount.** All Ministry of Labour and Occupational Health & Safety Act requirements shall be strictly adhered to by General Contractor and sub-contractors and all employees!

1.29 VIOLATIONS

1.29.1 Any violation of OHSA requirements will be grounds for immediate dismissal of employees or sub-contractors from site at the sole discretion of the consultant whose authority in this instance shall be binding.

1.30 SIGNS & BARRIERS

1.30.1 Provide as minimum, construction fencing, barricades, and signs as required by Ministry of Labour and as required to maintain a safe construction site at all times.

1.31 PERSONAL PROTECTIVE EQUIPMENT

1.31.1 All workers are to wear CSA certified “hard hats, safety glasses, visibility vests & safety boots” as a minimum while on site.

1.32 POLICIES & PROCEDURES

1.32.1 Provide written copy of Health & Safety Policy to owner & consultant for review.

1.33 MEETING MINUTES

1.33.1 Provide written copies of weekly “Safety Meetings” to owner & consultant for review throughout the contract.

1.33.2 After the contract is awarded, a pre-construction meeting will be held prior to the beginning of any work on site.

1.33.3 A weekly or bi-weekly meeting will be held by the contractor, owner and owner’s representative.

1.33.4 The contractor is to chair all meetings and is to keep minutes. Those minutes are to be issued prior to the next scheduled meeting.

PART 2. DIVISION 01 - GENERAL REQUIREMENTS

01 11 16 WORK BY OWNER

2.1 WORK BY OWNER

2.1.1 Work by Owner:

a) Owner, under separate contract or with own forces may wish to supply & install various items while the contract is underway. General Contractor shall ensure unencumbered access to the site where reasonably possible to allow this work.

01 21 00 ALLOWANCES

2.2 ALLOWANCES

2.2.1 Include in the total tender price the following allowance values as noted in 00 41 00, TABLE 1.

Inspection & Testing	$4,000.00
Contingency Allowance	$25,000.00
Total Cash Allowance Value	$29,000.00

2.2.2 Indicate on TENDER FORM inclusion of the ABOVE LISTED ALLOWANCES.

2.2.3 General Contractors overhead and profit markups on cash allowance value amount shall be carried in base tender and shall not be charged against any allowance value expenditures.

2.2.4 Overhead and profit will be allowed on expenditures over the total allowances amount only if the total value of all allowance expenditures exceeds the total value of all allowances

2.2.5 Unspent allowances shall be credited back to the owner on completion of the contract.

2.2.6 Contractor is to coordinate inspection as directed by the consultant and provide invoicing from testing agency, to the consultant, prior to payment. Independent testing is to be paid out of the inspection and testing allowance.

01 22 00 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

2.3 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

2.3.1 Building Permit Fees to be paid for by owner, obtained by General Contractor. Permit fee to be remitted to the contractor in the first draw and noted as such within the request for payment.

2.3.2 Prior to awarding of the tender, the chosen Contractor shall provide details and design for guarding and temporary barriers. A safety plan will also be required.

2.3.3 Conform to the latest addition of the Ontario Building Code, Occupational Health & Safety Act, Municipal By-Laws and any applicable CSA standards. Most stringent requirements indicated above shall govern.

2.3.4 General Contractor shall be **"Constructor"** under the Occupational Health & Safety Act.

2.3.5 Provide Superintendent to project on a full time basis as the project requires.

2.3.6 Provide Project Manager as required to ensure timely completion of work.

2.3.7 Materials, Delivery, Storage, & Handling. Only new materials, products, and equipment shall be installed as part of the work. Reject damaged, blemished, or defective items and remove same from site at contractor's expense. Do not use either temporarily or permanently any material or piece of material that has any form of designated substance content. i.e. Asbestos, PCB's, lead, etc.

2.3.8 Only materials actually on site will be paid for in monthly progress draws. Do not unnecessarily encumber site with products, which cannot reasonably be incorporated into the work within each monthly period. Materials so delivered will not form part of the monthly progress draw.

2.3.9 Provide for all temporary services as required.

2.3.10 Superintendent shall be provided with a cellular phone by the contractor to allow for communication between the Consultant and the Superintendent.

2.3.11 Provide Email communication at the General Contractors Office.

2.3.12 The contractor will not have access to toilet facilities located on the premises and shall provide approved toilet and hand washing facilities on site.

2.3.13 Provide daily & final clean up to project.

2.3.14 Provide all necessary barriers to protect all new work and existing services noted thru the construction.

2.3.15 Warranty complete work and all components for period of two years from substantial performance as per CCDC 2 – 2008

2.3.16 Progress draw breakdown. Submit within one week of contract award a proposed schedule of values to be used for monthly progress draw breakdowns equaling total contract price. Schedule shall be broken down to extent required by consultant and shall generally be based on standard construction divisions. Show all allowance values separately.

2.3.17 Project Completion. Refer to CCDC 2 – 2008 requirements. Generally, follow document No. 100 published by Ontario Consultants Association and Ontario General Contractors Association. Verify with consultant exact procedures to be followed in turning project over to owner. Do not cancel insurances or transfer title for services into owner's name until substantial performance has been achieved as certified by the consultant.

2.3.18 Release of Holdback. Calculation of "statutory limitations period" in Construction Lien Act shall be calendar days, beginning of day after publication of substantial performance certificate. Payment will be released to Contractor on the 46th day after publication, barring any lien actions.

2.3.19 Changes to the Work. Proposed changes shall be handled in accordance with CCDC 2 – 2008. Percentage fees for overhead and profit are established as 15% combined overhead and profit on General Contractors own work and 10% combined overhead and profit on sub-trade work. Likewise, sub-contractors are limited to combined 15% overhead and profit on own work and 10% combined overhead and profit on sub-subtrade work. Change order quotations shall be submitted with sufficient documentation and backup information to allow for a proper review by consultant. Quotations without backup will be summarily rejected pending submission of supporting documentation.

2.3.20 Reference CCDC-2 – 2008 "DELAY". Contractor agrees to hold harmless the owner and consultants from any and all "Delay" costs whatsoever, no matter whosoever was the cause of said "Delay".

2.3.21 Maintain free access to existing fire hydrants and any fire services and connections at all times.

2.3.22 Provide and maintain fire extinguishers on site, and locally to any cutting or welding operations. (i.e. deck/structural steel/ pipes/conduits, etc.).

2.3.23 Maintain all equipment and tools in safe working order, in particular extension cords. Use GFCI cords or adapters. The contractor shall also provide weekly PPE inspection sheet/report to consultant. The Contractor shall provide their own power source and shall not 'scavenge' from the RESC facility.

2.3.24 Store combustibles away from building in approved containers.

2.3.25 Identify and make available all WHIMIS documentation as required.

2.3.26 Confine construction parking to the owner's property.

2.3.27 Submit WSIB clearance certificate with each progress draw application and provide statutory declaration with second and subsequent progress draw applications. Maintain good standing with WSIB for the duration of the project. Provide updated clearance certificate prior to final payment.

2.3.28 **The contractor is to provide clear access into and out of the building for emergency purposes at all times. All fire exists are to remain unblocked at all times.**

2.3.29 The contractor is to forward any concerns, scheduling or safety issues thru the consultant and is to be directed thru to appropriate personnel.

01 22 10 SUBMISSIONS

2.4 SUBMISSIONS

2.4.1 Contractor is to ensure that all required tendering documents are included & attached to their tender.

2.4.2 Tendering documents are to include:

a) "Form of Tender" (Signed & Sealed).

b) Bid Bond or certified Cheque.

c) Agreement to Bond or certified Cheque.

PART 3. DIVISION 07 – THERMAL AND MOISTURE PROTECTION-

07 00 10 GENERAL REQUIREMENTS – VERTICAL METAL SIDING

GENERAL

3.1 DESCRIPTION

.1 General Requirements
Division 1, General Requirements, is part of this specification and shall apply as if repeated here

.2 Work furnished and included:
- .1 Supporting sub-girts.
- .2 Cladding profile.
- .3 Foam Insulation
- .4 Accessories including associated flashings, closures, sealants, fasteners etc.
- .5 Structural framing members including purlins, eave and ridge elements, and other elements required to support the cladding system.
- .6 Louvers, sashes, ventilators as well as their supporting framing.
- .7 Caulking of elements.

3.2 STANDARDS

.1 Design of cladding system in accordance to the latest edition of:
- .1 CSA-S136 for the design of Cold Formed Steel Structural Members
- .2 Canadian Sheet Steel Building Institute Standards 20M.
- .3 Ontario Building Code

3.3 QUALITY ASSURANCE

.1 Manufacturer of wall system, and installer shall demonstrate at least five years experience in projects similar in scope.

.2 This section establishes the standard of quality required for the complete metal wall system. Proposed substitutions must meet this standard, and will be considered as follows:
- .1 A written request for approval of a substitution is received at least ten (10) days prior to tender closing.
- .2 The request includes a complete item-by-item description comparing the proposed substitution to the specified system, together with manufacturer's literature, samples, test data,

engineering standards and performance evaluation indicating comparable standards to those specified.

3.4 DESIGN REQUIREMENTS

.1 Deflection of the wall system is not to exceed 1/180th of the span for the wind load based on serviceability limit states.

.2 Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, overstressing of components, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime sky heat loss.

.3 Design expansion joints to accommodate movement in cladding and between cladding and structure to prevent permanent distortion or damage to the cladding.

.4 Design wall system to maintain the following erection tolerances:

.1 Maximum variation from plane or location shown on shop drawings: 20 mm/10 m (3/4 inch/30 feet).

.2 Maximum offset from true alignment between two adjacent members abutting end to end in line: 1 mm (0.04 inches).

3.5 SAMPLES

.1 Submit samples of standard coloured metal cladding profile for review by the consultant, prior to fabrication.

3.6 SHOP DRAWINGS

.1 Panel Shop Drawings are not required.

3.7 MAINTENANCE DATA

.1 Cleaning and maintenance data is not required.

3.8 PRODUCT DELIVERY, HANDLING AND STORAGE

.1 Store components and materials in accordance with panel manufacturer's recommendations and protect from elements.

.2 Protect prefinished steel during fabrication, transportation, site storage and erection, in accordance with CSSBI Standards.

3.9 GUARANTEE

.1 For work in this section, warranty by installer against defects or deficiencies in materials or workmanship shall be for a period of one year from date of substantial completion.

3.10 WARRANTY

.1 Provide a manufacturer's written warranty: Furnish panel manufacturer's written warranty covering failure of factory-applied exterior finish within the warranty period. Warranty period for finish: 20 years after the date of Substantial Completion. The values below are based on normal environments and exclude any aggressive atmospheric conditions.

3.11 MATERIALS:

.1 Metal Wall System:
- .1 Sub-girts: Minimum 1.21 mm (0.048") thick formed galvanized steel, ASTM A653M Grade 230 with Z275 zinc coating. Full depth of wall system, factory notched and formed to match liner.
- .2 Steel Cladding:
  - .1 Profile: CL 725-R
  - .2 Fabricated from Z275 galvanized sheet steel conforming to ASTM A653M Grade 230 or AZ150 Galvalume, sheet steel conforming to ASTM A792M Grade 230.
- .5 Fasteners: {Stainless steel} {Galvanized}, with exposed fasteners colour matched to cladding.

3.12 PANEL FINISHES:

.1 Cladding coating: Pre-painted on interior face.

3.13 COLOUR

.1 Prefinished cladding colour to be selected from the manufacturer's standard colour range. (56080 Bright Red)

3.14 ACCESSORIES

.1 Flashing: In accordance with earlier Section. Material to match cladding in exposed locations, galvanized material in concealed locations. Custom fabricated to suit architectural details, as required. Use preformed corner pieces only. Double back exposed edges.

.2 Closures: Metal closures to suit profiles selected, to manufacturer's recommendations.

.3 Sealants:
  .1 Concealed: Tape or compound, non-skinning, non-drying, butyl rubber.
  .2 Exposed: {Acrylic co-polymer to CGSB 19GP-5M} {One part silicone to CGSB CAN2-19.13}

3.15 FABRICATION

.1 Fabricate roof components to comply with dimensions, profiles, gauges and details as shown on the shop drawings, including fascia and soffit panels and all companion flashing.
.2 Fabricate all components of the system in the factory, ready for field installation.
.3 Provide metal liner and cladding and all accessories in longest practicable length to minimize field lapping of joints.

3.16 EXAMINATION

.1 Examine work of other Sections upon which work of this Section depends.
.2 Report all discrepancies to consultant before beginning work on the roof system.

3.17 INSTALLATION

.1 Sub-girt framing system:
  .1 Install sub-girts. Frame all openings in the cladding.
.2 Flashing:
  .1 Install starter flashing, drip and other flashing, and corners, edgings, window and door flashing as shown on the drawings.
.3 Exterior Cladding:
  .1 Install exterior cladding in accordance with manufacturer's standard installation procedures, providing proper laps and detailing to ensure a weathertight face.
  .2 Install finishing flashing and cap flashing.
.4 Sealants:
  .1 Install sealants at junctions with adjoining work, and where shown on the drawings, and good construction practice to make a water tight installation where required.

3.18 CLEAN-UP

.1 Clean exposed panel surfaces in accordance with manufacturer's instructions.

.2 Repair and touch up with colour matching high grade enamel minor surface damage, only where permitted by the engineer and only where appearance after touch-up is acceptable to engineer.

.3 Replace damaged panels and components that, in opinion of the engineer, cannot be satisfactorily repaired.

3.19 SCOPE

.1 Related Work

a) The work includes but is not necessarily limited to the installation of:

i) Exterior brick removal

ii) Substrate Preparation

iii) Penetration infills

iv) Wood Blocking and curbs

v) Parapet flashing and caulking

vi) Fasteners

vii) Metal Flashings

viii) Sealants

3.20 PRODUCT DELIVERY, STORAGE AND HANDLING

.1 All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.

.2 Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.

.3 All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.

.4 All materials which are determined to be damaged by the Owner's Representative or Sika Sarnafil are to be removed from the job site and replaced at no cost to the Owner.

3.21 RELATED MATERIALS

.1 Plywood

a) When bonding directly to plywood, a minimum ½ inch (13 mm) CDX (C side out) or as indicated on details, smooth-surfaced exterior grade plywood with exterior grade glue shall be used. Plywood shall have a maximum moisture content of 19% by weight on a dry weight basis.

.2 Wood blocking

b) Treated wood nailers shall be installed at the perimeter of the entire roof and around such other roof projections and penetrations as specified on Project Drawings. Thickness of nailers must match the insulation thickness to achieve a smooth transition. Wood nailers shall be treated for fire and rot resistance (wolmanized or osmose treated) and be #2 quality or better lumber. Creosote or asphalt-treated wood is not acceptable. Wood nailers shall conform to Factory Mutual Loss Prevention Data Sheet 1-49. All wood shall have a maximum moisture content of 19% by weight on a dry-weight basis.

3.22 PRE-CONSTRUCTION CONFERENCE

.1 The Applicator, Owner's Representative/Designer and Manufacturer(s) shall attend a pre-construction conference.

.2 The meeting shall discuss all aspects of the project including but not limited to:

a) Safety

b) Set up

c) Construction schedule

d) Contract conditions

e) Coordination of the work

3.23 WOOD INSTALLATION

.1 Install continuous wood nailers at the perimeter of the entire roof and around roof projections and penetrations as shown on the Detail Drawings.

.2 Nailers shall be anchored to resist a minimum force of 300 pounds per lineal foot (4,500 Newton's/lineal meter) in any direction. Individual nailer lengths shall not be less than 3 feet (0.9 meter) long. Nailer fastener spacing shall be at 12 inches (0.3 m) on center or 16 inches (0.4 m) on center if necessary to match the structural framing. Fasteners shall be staggered 1/3 the nailer width and installed within 6 inches (0.15 m) of each end. Two fasteners shall be installed at ends of nailer lengths. Nailer attachment shall also meet the requirements of the current Factory Mutual Loss Prevention Data Sheet 1-49.

.3 Thickness shall be as required to match substrate and/or insulation height to allow a smooth transition.

.4 Any existing nailer woodwork which is to remain shall be firmly anchored in place to resist a minimum force of 300 pounds per lineal foot (4,500 Newton's/lineal meter) in any direction and shall be free of rot, excess moisture or deterioration. Only woodwork shown to be reused in Detail Drawings shall be left in place. All other nailer woodwork shall be removed.

.5 Install plywood at the entire perimeter of the roof and at projections as detailed.

3.24 METAL FLASHINGS

.1 Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:

a) Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).

b) Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.

.2 Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily.

.3 Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.

.4 Metal joints shall be watertight.

.5 Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch (25 mm).

.6 Airtight and continuous metal hook strips are required behind metal fascia. Hook strips are to be fastened 12 inches (0.3 m) on center into the wood nailer or masonry wall.

.7 Counter flashings shall overlap base flashings at least 4 inches (100 mm).

.8 Hook strips shall extend past wood nailers over wall surfaces by 1½ inch (38 mm) minimum and shall be securely sealed from air entry.

3.25 COMPLETION

.1 Prior to demobilization from the site, the work shall be reviewed by the Owner's Representative and the Applicator. All defects noted and non-compliances with the Specifications and drawings.

.2 All Warranties referenced in this Specification shall have been submitted and have been accepted at time of contract award.

PART 4 SPRAYED INSULATION POLYURETHANE FOAM

07 21 29.03 SPRAYED INSULATION POLYURETHANE FOAM

GENERAL

4.1 DESCRIPTION

.1 Canadian Urethane Foam Contractors' Association Inc. (CUFCA)

.2 Green Seal Environmental Standards
.1 Standard GC-03-[93], Anti-Corrosive Paints.
.2 Standard GS-11-[97], Architectural Paints.

.3 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
.1 Material Safety Data Sheets (MSDS).

.4 Underwriters' Laboratories of Canada (ULC)
.1 CAN/ULC-S101-[04], Fire Endurance Tests of Building Construction and Materials.
.2 CAN/ULC-S102-[03], Method of Test for Surface Burning Characteristics of Building Materials and Assemblies.
.3 CAN/ULC-S705.1-[01], Standard for Thermal Insulation - Spray Applied Rigid Polyurethane Foam, Medium Density, Material Specification.
.4 CAN/ULC-S705.2-[05], Standard for Thermal Insulation - Spray Applied Rigid Polyurethane Foam, Medium Density ,Application.

4.2 DESIGN INTENT

.1 The work of this section forms a critical element of the building envelope air-vapour barrier. The Air Barrier and Spray Foam insulation will work together to create a continuous barrier to control the migration of exterior air infiltration and interior air/air-vapour from the exterior environment and provide the required resistance to thermal transfer from the building

.2 The spray-foam insulation as described in this section will work with the air barrier as described in Section 07 27 00 to create a continuous air-vapour barrier to the building envelope. Detailed coordination between the work as described in this section and the air-barrier section is required to achieve the required continuity.

.3 Work of this section and work of Air Barrier section 07 27 00 shall be performed by the same contractor.

.4 Spray foam insulation shall be installed to provide a continuous layer of thermal insulation from all occupied spaces in the building to the exterior of the building. This insulation will work in conjunction with the air barrier transitions to provide a continuous air barrier to separate the exterior environment from the interior occupied spaces of the building.

4.3 ACTION AND INFORMATIONAL SUBMITTALS

.1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

.2 Product Data:

.1 Submit manufacturer's printed product literature, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.

.2 Submit two copies WHMIS MSDS - Material Safety Data Sheets in accordance with Section 02 81 01 - Hazardous Materials.

.3 Quality assurance submittals: submit following in accordance with earlier sections.

.1 Test reports: submit certified test reports for insulation from approved independent testing laboratories, indicating compliance with specifications for specified performance characteristics and physical properties.

.2 Submit test reports in accordance with CAN/ULC-S101 for fire endurance and CAN/ULC-S102 for surface burning characteristics.

.3 Manufacturer's Instructions: submit manufacturer's installation instructions and special handling criteria, installation sequence, and cleaning procedures.

.4 Manufacturer's Field Reports: submit to manufacturer's written reports within 3 days of review, verifying compliance of Work, as described in PART 3 - FIELD QUALITY CONTROL.

4.4 QUALITY ASSURANCE

.1 Applicators to conform to CUFCA Quality Assurance Program.

.2 Qualifications:

.1 Installer: person specializing in sprayed insulation installations with [5] five years documented experience and [approved by manufacturer.

.2 Manufacturer: company with minimum [5] five years experience in producing of material used for work required for this project, with sufficient production capacity to produce and deliver required units without causing delay in work.

.3 Health and Safety Requirements: worker protection:

.1 Protect workers as recommended by CAN/U LC-S705.2 and manufacturer's recommendations:

.2 Workers must wear gloves respirators long sleeved clothing eye protection when applying foam insulation.

.3 Workers must not eat, drink or smoke while applying foam insulation.

4.5 DELIVERY, STORAGE AND HANDLING

.1 Packing, shipping, handling and unloading:

.1 Deliver, store and handle materials in accordance with earlier Sections.

.2 Deliver, store and handle materials in accordance with manufacturer's written instructions.

.2 Waste Management and Disposal:

.1 Separate waste materials for recycling] in accordance with earlier Sections on Management and Disposal.

4.6 SITE CONIDTIONS

.1 Ventilate area in accordance with manufactures instructions.

.2 Ventilate area to receive insulation by introducing fresh air and exhausting air continuously during and [24] hour after application to maintain non-toxic, unpolluted, safe working conditions.

.3 Provide temporary enclosures to prevent spray and noxious vapours from contaminating air beyond application area.

.4 Protect adjacent surfaces and equipment from damage by overspray, fall-out, and dusting of insulation materials.

.5 Apply insulation only when surfaces and ambient temperatures are within manufacturers' prescribed limits.

4.7 MATERIALS

.1 Insulation: spray polyurethane to CAN/ULC-S705.1. Two components foam-in-place polyurethane, dispensed from pressurized cylinders; minimum density of (1.75 lb. cu. ft.) and RSI or thickness value as indicated on Drawings.

.2 Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

.1 PFSI Polarfoam, Waterloo, ON

.2 Can-Am Air Leakage Control Systems Corp., Toronto, ON Ener-Gard, Oakville, ON

.3 Chem-Thane Engineering Limited, Concord, ON

.4 BASF WallTite ECO

.5 Alternate(S) approved by consultant

.3 Primers: in accordance with manufacturer's recommendations for surface conditions.

.1 Maximum VOC limit 100 g/I to SCAQMD Rule 1113.

4.9 MANUFACTURER'S INSTRUCTIONS

.1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheets.

.2 Carry out spray applications only when ambient air temperature is within range of 15 deg. C to 25 deg. C or as required by manufacturer

4.10 APPLICTION

.1 Apply insulation to clean surfaces in accordance with [CAN/ULC-S705.2] and manufacturer's printed instructions.

.2 Use primer where recommended by manufacturer.

.3 Apply sprayed foam insulation in thickness as indicated.

.4 Coordinate the work of this section with the work of earlier Sections. Apply, spray foam insulation only when the air barrier and transition strips for a section of the building is complete and approved by the consultant.

.5 Coordinate the work of this section with the work with all cladding materials for supporting girts, sub-girts and installation of bent plate to the perimeter of all openings in the building envelope. Apply, spray foam insulation only when the air barrier and transition strips for a section of the building is complete and approved by the consultant.

.6 Examine joints before sealing to ensure that configuration, surfaces, and widths are suitable for spray-on insulation and service and that execution of sealing and performance of spray-on insulation will not be adversely affected. Defective work resulting from application to unsatisfactory joint conditions will be considered the responsibility of those performing the work of this Section.

.7 Proceed with spray-on insulation only when air, substrate and surfaces in contact with spray-on insulation are completely dry.

.8 Prepare joints by brushing, scrubbing, scraping or grinding inner surfaces top remove loose mortar, dust, oil, grease, oxidation, mill scale, and other materials which will affect adhesion and integrity of spray-on insulation and dry with clean cloths. Ensure that surfaces have not been coated with releasing agents, coating or other treatments, or that they are entirely removed.

.9 Protect all finished surfaces with appropriate covering during installation.

.10 Apply sprayed foam insulation in thickness as indicated. At air barrier transition strips, apply in multiple layers so as to not delaminate the spray foam from the substrate.

.11 Install Sprayed-On Insulation and Sprayed Applied Fire Resistive Insulation as per manufacturer's recommendations

.12 Finished joints to be free of air pockets, imbedded foreign materials and cut back after curing to be flush with surrounding materials and recessed to sufficient depth for caulking

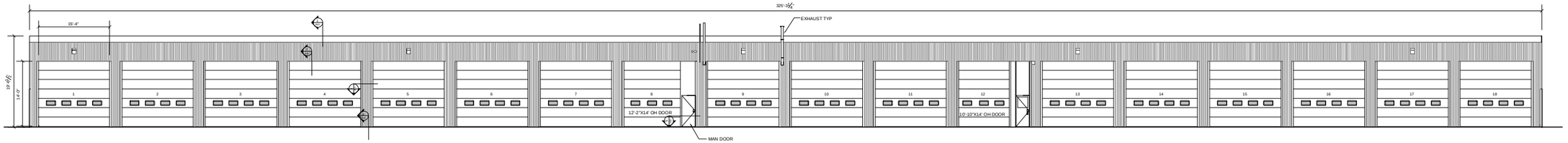
.13 Where spray-on insulation is to be applied at edges of insulation or at air/vapour barrier ensure that spray-on insulation is located to form seal at warm side of insulation and/or to

form continuation of air/vapour barrier

4.11 FIELD QUALITY CONTROL

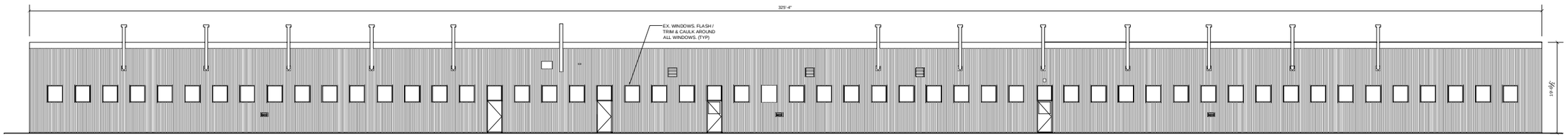
.1 Manufacturer's Field Services:

.1 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.



EAST ELEVATION

SCALE 3/32"=1'-0"



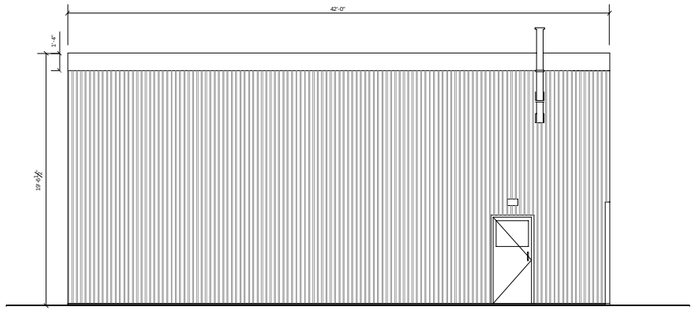
WEST ELEVATION

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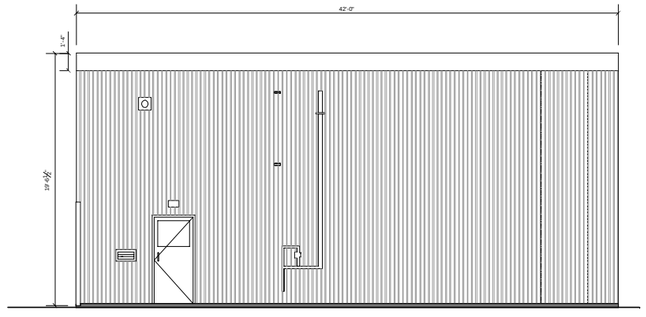
GENERAL ROOF PLAN FOR REFERENCE

SCALE 3/32"=1'-0"



SOUTH ELEVATION

SCALE 3/16"=1'-0"



NORTH ELEVATION

SCALE 3/16"=1'-0"

TYPICAL EXTERIOR WALL CONSTRUCTION
1 1/2" PRE-FINISHED VERTICAL METAL SIDING (26ga) FASTENED TO 1 1/2" Z-GIRTS, SPRAY FOAM INSULATION, EXTERIOR AIR BARRIER MEMBRANE & EXTERIOR 26ga PRE-FINISHED METAL SIDING.

REMOVE EXISTING BRICK VENEER. CLEAN BLOCK AND REMAINING BRICK WITHERS. INSTALL NEW 'Z' GIRTS. INSTALL NEW SPRAY FOAM INSULATION. INSTALL NEW AIR BARRIER MEMEBRANE. INSTALL NEW VERTICAL METAL SIDING.



REV.	DESCRIPTION	DATE
A	REVIEW REVISED BY:PJG	2019 10 04
0	ISSUED FOR TENDER REVISED BY:PJG	2019 10 28
–	– REVISED BY:–	–
–	– REVISED BY:–	–

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

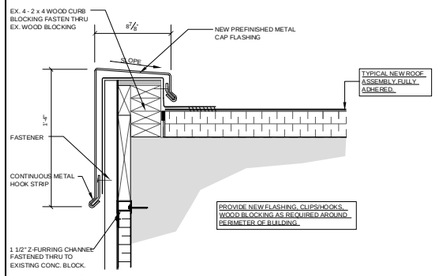
CLIENT:
CORPORATION OF CITY OF SSM
65 OLD GARDEN RIVER ROAD
SAULT STE. MARIE, ON

PROJECT:
NEW FACADE 'RESC'

TITLE:
ELEVATIONS
DETAILS
–

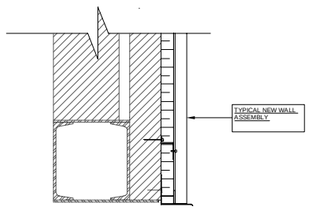
DRAWN BY:	DATE DRAWN:
PJG	2019 10 28
CHECKED BY:	DATE CHECKED:
SE	2019 10 28
ISSUED FOR: TENDER	DATE ISSUED: 2019 10 28

PROJECT NUMBER:	DRAWING NUMBER:	REVISION:
E18053	S01	0



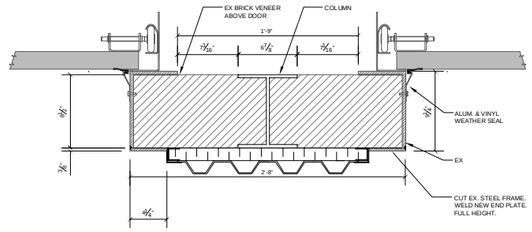
1 S01 SECTION - TYPICAL CURB

SCALE 1 1/2"=1'-0"



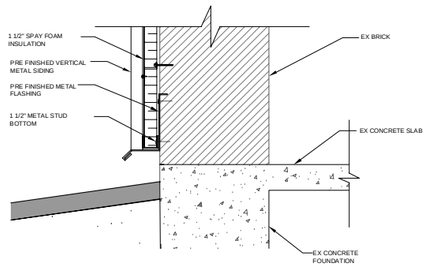
2 S02 SECTION - THRU OH DOOR HEAD

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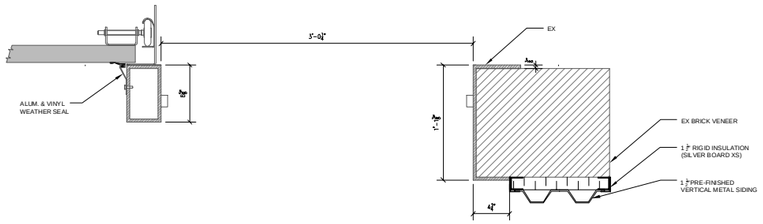
3 S01 SECTION - THRU OH DOOR JAMB

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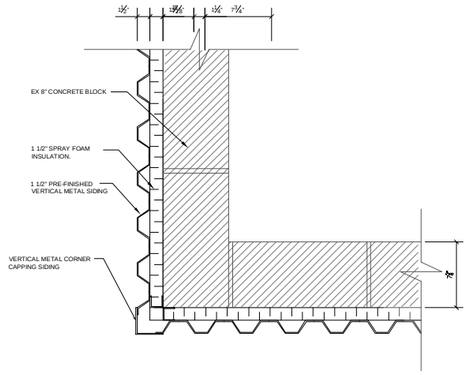
4 S01 SECTION - SILL DETAIL

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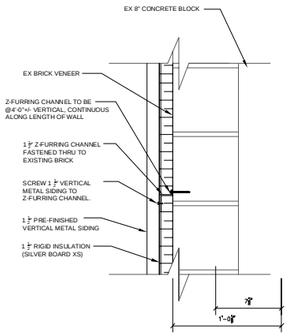
5 S01 SECTION - DOOR

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6 S01 SECTION - CORNER

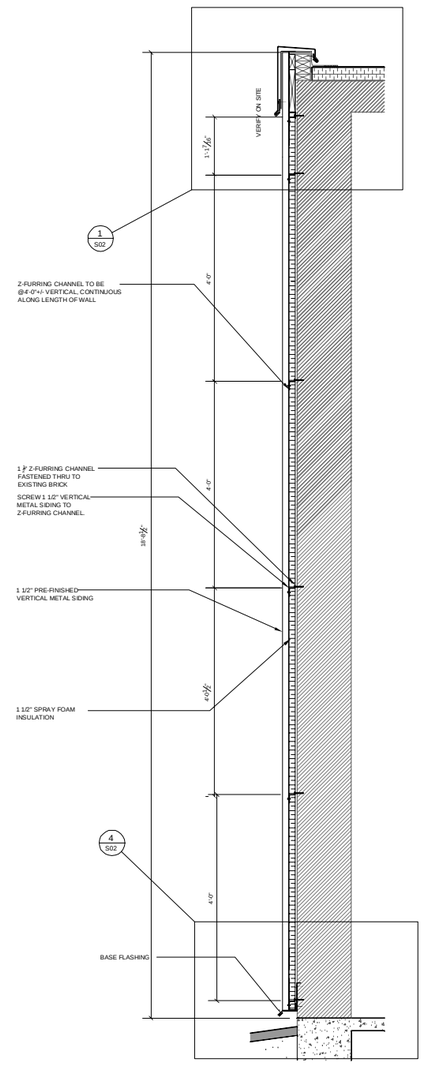
SCALE 1 1/2"=1'-0"



EXTERIOR WALL FINISH TO BE 1 1/2" VERTICAL METAL SIDING.

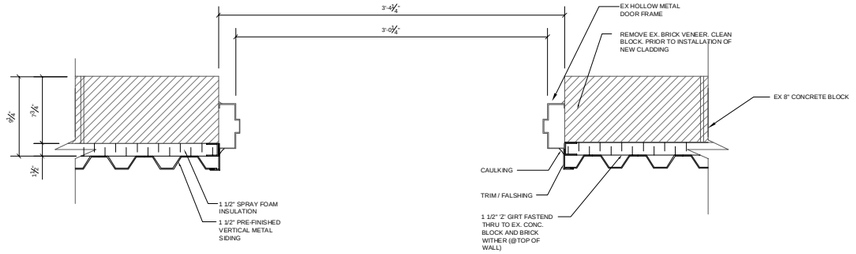
7 S01 SECTION - TYPICAL WALL

SCALE 1 1/2"=1'-0"



9 S01 SECTION - TYPICAL WALL

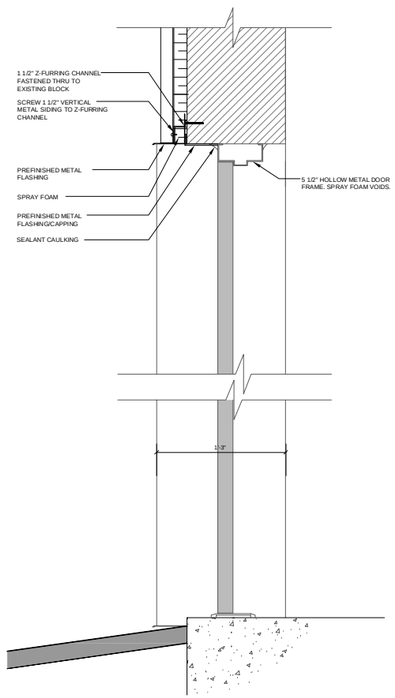
SCALE 3/8"=1'-0"



8 S01 SECTION - TYPICAL DOOR

SCALE 1 1/2"=1'-0"

TYPICAL EXTERIOR WALL CONSTRUCTION 1 1/2" PRE-FINISHED VERTICAL METAL SIDING (26ga) FASTENED TO 1 1/2" Z-GIRTS, SPRAY FOAM INSULATION, EXTERIOR AIR BARRIER MEMBRANE & EXTERIOR 26ga PRE-FINISHED METAL SIDING.



10 S01 SECTION - TYPICAL DOOR

SCALE 1 1/2"=1'-0"

REV.	DESCRIPTION	DATE
A	REVIEW REVISED BY:PJG	2019 10 04
0	TENDER REVISED BY:PJG	2019 10 28
–	– REVISED BY: –	–
–	– REVISED BY: –	–

ELLIOTT ENGINEERING INC.
35 CEDAR STREET, SAULT STE. MARIE, ON

CLIENT:
CORPORATION OF CITY OF SSM
65 OLD GARDEN RIVER ROAD
SAULT STE. MARIE, ON

PROJECT:
NEW FACADE 'RESC'

TITLE:
SECTIONS
DETAILS
–

DRAWN BY:	DATE DRAWN:
PJG	2019 10 28
CHECKED BY:	DATE CHECKED:
SE	2019 10 28

ISSUED FOR: TENDER — DATE ISSUED: 2019 10 28

PROJECT NUMBER:	DRAWING NUMBER:	REVISION:
E18053	S02	0

LICENSED PROFESSIONAL ENGINEER S.C.P. ELLIOTT 2019/10/28 PROVINCE OF ONTARIO

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-241

AGREEMENT: (F2.3) A by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for tiered medical responses and allows Fire Services to provide emergency response to specific calls for assistance to Emergency Medical Services (EMS).

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 December 2, 2019 between the City and the District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for tiered medical responses and allows Fire Services to provide emergency response to specific calls for assistance to Emergency Medical Services (EMS).

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 2nd day of December, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-241 Tiered Response Agreement.docx

TIERED-RESPONSE AGREEMENT

THIS AGREEMENT made in triplicate this 2nd day of December, 2019.

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter referred to as the "Paramedic Service")

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as "Fire Services")

WHEREAS the Corporation of the City of Sault Ste. Marie through the Sault Ste. Marie Fire Services Department provides fire services and response throughout the City of Sault Ste. Marie and Batchewana First Nation (aka Rankin);

AND WHEREAS the District of Sault Ste. Marie Social Services Administration Board shall effective January 1, 2020 provide land ambulance paramedic services throughout its jurisdiction;

AND WHEREAS the parties consider it desirable to participate in a tiered response agreement for specified medical emergencies;

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1) Fire Services will not be tiered to respond to medically staffed nursing home facilities where adequate resources to maintain patient care exist. Fire Services will not be tiered to respond to patients confirmed to have a Do Not Resuscitate Order.

2) Subject to the terms of this Agreement, Fire Services shall only provide tiered response based in the following tiered response criteria:

    - Suspected or confirmed cardiac arrest where cardiopulmonary resuscitation (CPR) instructions are being offered or provided;
    - Suspected or confirmed choking patient with a partial or complete airway obstruction;
    - Any Priority 4 call where the anticipated time to the commencement of an ambulance response is greater than ten (10) minutes; and/or
    - Upon Paramedic Service request (for assistance in unusual or extreme circumstances where additional manpower is required).

3) Fire Services shall only respond to calls with an address within the City of Sault Ste. Marie, Province of Ontario or the Batchewana First Nations (aka Rankin Reserve).

4) The parties agree that notification of a call that meets the inclusion criteria for a tiered response as set out in Section 2 of this Agreement shall be provided by the Ministry of Health Central Ambulance Communications Centre (CACC) to Fire Services.

5) This Agreement recognizes that Fire Services may not be able to respond when occupied with a fire emergency, or for any other reason as determined by an on-duty fire official of Fire Services in his/her sole discretion. The decision of the on-duty fire official of Fire Services is final in this respect and Fire Services shall have no liability, costs or expenses if a tired response cannot be provided for reasons as set out herein. The CACC will be notified by the on-duty fire official of Fire Services if this occurs. In such an event, the responsibility for providing the response shall remain with the Paramedic Service.

6) The Fire Services is responsible to provide medical aid only up to the level of their certified training until the arrival of Paramedic Services. Upon arrival on scene, the Fire Services shall transfer the care of the patient(s) to Paramedic Services.

7) The Paramedic Service and Fire Services acknowledge and agree each has and shall maintain necessary comprehensive General Liability and Automobile Insurance, and any other coverage necessary to protect their respective entity as the case may be from all claims for damage or loss, personal and bodily injury including death, and from all claims of property damage on an occurrence basis which may arise from their operations under this Agreement. Each party shall provide the other party with a Certificate of Insurance and proof of insurance upon request. It is further understood and agreed that the coverage provided by these policies will not be changed, amended or cancelled by a party to this Agreement until thirty (30) days after written notice has been delivered to and acknowledged by the other party.

8) The Paramedic Service shall indemnify and hold harmless, and defend Fire Services, and their respective officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Fire Services and against all losses, liability, judgments, claims, suits, demands or expenses which Fire Services may sustain, suffer or be put to resulting from or arising out of the Paramedic Service's negligence and/or Paramedic Service's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Paramedic Service, its agents, officials and employees under this Agreement. This indemnification shall include any legal costs incurred by Fire Services on a substantial indemnity basis.

9) Fire Services shall indemnify and hold harmless, and defend the Paramedic Service,and their respective officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Paramedic Service and against all losses, liability, judgments, claims, suits, demands or expenses which the Paramedic Service may sustain, suffer or be put to resulting from or arising out of Fire Services' negligence and/or Fire Services' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by Fire Services, its agents, officials and employees under this Agreement. This indemnification shall include any legal costs incurred by Paramedic Service on a substantial indemnity basis.

10) The Paramedic Service shall supply Fire Services with selected medical supplies at no cost as used by the Fire Services at a tiered response incident in accordance with the procedures agreed upon by the Fire Services and the Paramedic Service.

11) This Agreement shall be in effect commencing January 1, 2020, for a period of one (1) year ending December 31, 2020 ("Term") provided that the Paramedic Service shall have the option to renew this Agreement on a year-to-year basis, subject to successful negotiations between the Fire Services and the Paramedic Service on a renewal. The Paramedic Service shall provide the Fire Service with at least three (3) months' written notice to the Fire Service of its intent to renew and therefore negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.

12) Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

(a) delivering the notice personally;
(b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter by designated in writing in accordance herewith; or
(c) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of Fire Services:

Peter Johnson, Fire Chief
The Corporation of the City of Sault Ste. Marie
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON P6A 2W1
p.johnson@cityssm.on.ca

in the case of the Paramedic Service:

Robert Rushworth, Chief Paramedic Services
District of Sault Ste. Marie Social Services Administration Board
EMS – Social Services
540 Albert Street East
Sault Ste. Marie, ON P6A 5L8
R.Rushworth@socialservices-ssmd.ca

13) If either party wishes to terminate this Agreement, they may do by providing the other party with three (3) months' written notice of their intention to do so.

14) Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.

15) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.

16) This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.

17) This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

18) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

_____
M. NADEAU, CAO

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – CHRISTIAN PROVENZANO

_____
CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-242

AGREEMENT: (AG173) A by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for Fire Services Support Services Division to perform maintenance and repairs Emergency Medical Services (EMS) vehicles.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles.

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 2nd day of December, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-242 Land Ambulance Agreement.docx

LAND AMBULANCE MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the “**Agreement**”) is dated the ____ day of _____, 2019.

B E T W E E N:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD
(hereinafter referred to as the “Paramedic Service”)

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as “Fire Services”)

WHEREAS the Paramedic Service shall effective January 1, 2020 provide land ambulance paramedic services throughout its jurisdiction and Fire Services shall cease providing such services;

AND WHEREAS Fire Services has completed various maintenance work and preventative maintenance on emergency response vehicles, including fire trucks and land ambulance vehicles owned by Fire Services and the Paramedic Service;

AND WHEREAS the Paramedic Service has and will continue to be the registered owner of any and all land ambulance vehicles utilized within the City of Sault Ste. Marie, Province of Ontario;

AND WHEREAS the Paramedic Service has requested that Fire Services enter into a Maintenance Agreement to provide certain maintenance services as specified in Section 2 herein (“Maintenance Services”) on all land ambulance vehicles owned by the Paramedic Service;

AND WHEREAS Fire Services is agreeable to providing the Maintenance Services to the Paramedic Service subject to the terms and conditions specified herein:

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM

This Agreement shall commence January 1st, 2020 and continue for a period of two (2) years, ending on December 31, 2021 (the “Term”). The Paramedic Service shall have the option to renew this Agreement on a year-to-year basis, subject to successful

negotiations between Fire Services and the Paramedic Service on a renewal. The Paramedic Service shall provide Fire Services with at least three (3) months' written notice of its intent to renew the Agreement prior to the expiry of the Term or Renewal Term as applicable and thereafter negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term or renewal Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.

2. MAINTENANCE SERVICES

(a) The Paramedic Service represents and warrants that it is the registered owner of fourteen (14) land ambulance vehicles and shall be adding another vehicle to the fleet in early 2020, making the total count fifteen (15) vehicles ("Vehicles"). The number of Vehicles may change during the Term or renewal Term and the terms and conditions set out herein shall apply to any such new Vehicles during the Term or renewal Term if applicable. This Agreement does not apply to any other vehicles that may be owned by the Paramedic Service, and rather only the land ambulance vehicles as set out herein.

(b) Notwithstanding Section 2(a) above, in the event of a significant change in the number of Vehicles required to be serviced by Fire Services pursuant to this Agreement, the sole determination of which shall be made by Fire Services, the parties hereto acknowledge and agree that Fire Services may provide notice of its intention to amend the terms of this Agreement and upon such notice, negotiations shall forthwith ensue. If the parties cannot agree to amended terms for the Term or renewal Term, the Agreement may terminate at the sole option of Fire Services upon Fire Services providing thirty (30) days written notice to the Paramedic Service.

(c) Fire Services shall provide only the following services to all the Vehicles owned by the Paramedic Service as referenced on Section 2(a) above:

(i) Transportation of the Vehicles;
(ii) Repair of the Vehicles;
(iii) Scheduled preventative maintenance on the Vehicles to meet Original Equipment Manufacturer and Ministry of Health requirements; and
(iv) Annual Safety Inspections on the Vehicles as required by the Ontario Ministry of Transportation,

hereinafter referred to as the "Maintenance Services". Fire Services shall not be responsible for any other maintenance or other services on the Vehicles unless set out herein and those other maintenance and services shall be the responsibility of the Paramedic Service.

(d) Fire Services reserves the right at its sole discretion to decline a particular Maintenance Service on a Vehicle if the work is of a substantial nature or beyond the scope and training of Fire Services' personnel.

(e) The Paramedic Service shall keep the Vehicles clean, sanitary and in good working order. The Paramedic Service shall forthwith advise and fully disclose to the Fire Services any issues, repairs or concerns regarding any Vehicle and provide full details necessary for Fire Services to complete the Maintenance Services set out in this Agreement.

3. COSTS

(a) The Paramedic Service covenants and agrees to pay Fire Services for the Maintenance Services provided under this Agreement on the following basis:

(i) Paramedic Service shall pay Fire Services for all Maintenance Services performed by Fire Services at the current rate of Seventy ($70.00) Dollars per hour plus HST for all labour completed;
(ii) Paramedic Service shall pay the actual costs for all parts purchased by Fire Services to complete the Maintenance Services plus HST; and
(iii) Paramedic Service shall also pay Fire Services ten (10%) percent of the actual total labour and parts charged for all Maintenance Services completed by Fire Services, plus HST which the parties acknowledge and agree shall cover the costs of numerous small consumables and other products used by Fire Services to complete the Maintenance Services.

(b) In the event that the actual rate per hour for labour set out in Section 3(a)(i) above increases for Fire Services based on the Collective Agreement with the Sault Ste. Marie Professional Firefighters Association, the parties hereto acknowledge and agree that:

(i) Fire Services shall be permitted to increase the hourly rate for labour set out in Section 3(a)(i) during the Term or renewal Term if applicable to reflect the new increased hourly rate per hour for labour of Fire Services;
(ii) Fire Services shall provide the Paramedic Service with written notice of same and provide a minimum of nine (90) days prior written notice of such rate change; and
(iii) The new hourly labour rate set out in Section 3(a)(i) shall commence after the ninety (90) days expire from the date the notice under Section 3(b)(ii) was given.

(c) Fire Services shall notify the Paramedic Service if any particular Maintenance Service shall exceed Four Thousand ($4,000.00) Dollars immediately upon becoming aware of such requirements. In such an event:

(i) the Paramedic Service must provide Fire Services with prior written approval before any such required major repair or major maintenance is undertaken by Fire Services;
(ii) Paramedic Service shall provide Fire Services with its written decision as to whether or not Fire Services should proceed with the Maintenance Service within four (4) hours of receiving the notification of the costs of repair from Fire Services as set out herein; and
(iii) in the event that Paramedic Service does not provide its written response as set out herein, Fire Services shall not complete the Maintenance Service.

(d) Fire Services shall invoice the Paramedic Service on a monthly basis for all Maintenance Services provided on the Vehicles pursuant to this Agreement, indicating the total costs payable as set out in Section 3(a)(b) above.

(e) The Paramedic Service shall pay Fire Services within thirty (30) days the amount so invoiced by Fire Services.

(f) The Paramedic Service shall also pay all normal operating expenses related to the Vehicles.

4. INDEMNITY

(a) The Paramedic Service hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless Fire Services and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of Maintenance Services or otherwise connected with this Agreement, except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.

(b) To this end, the Paramedic Service hereby acknowledges and agrees that Fire Services shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that Fire Services shall have full control over Fire Services' defence and/or response to such proceedings, and further, that all costs incurred by the Fire Services in the defence and/or response to such proceedings (including solicitor/client costs on a

substantial indemnity scale basis), shall be paid by the Paramedic Service immediately upon demand by Fire Services as incurred by Fire Services.

5. LIMITED LIABILITY AND RELEASE

The Paramedic Service hereby releases and forever discharges Fire Services, including its elected officials, officers, employees, agents and contractors; and the Paramedic Service further agrees that notwithstanding anything to the contrary contained herein, Fire Services, including elected officials, officers, employees, agents and contractors shall not be liable to the Paramedic Service or to anyone for whom the Paramedic Service may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Paramedic Service or any of the Paramedic Service's agents, employees and contractors in relation to or in connection with Fire Services performing their duties contained herein except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.

6. INSURANCE

The Paramedic Service represents and warrants that it has and shall maintain for the Term of this Agreement, at is own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a municipality as defined in the *Municipal Act, 2001* would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Five Million ($5,000,000.00) Dollars. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name "The Corporation of the City of Sault Ste. Marie" as an "Additional Insured". The Paramedic Service shall provide a Certificate of Insurance confirming the coverages in place, to the satisfaction of the The Corporation of the City of Sault Ste. Marie's Risk Manager immediately upon execution of this Agreement.

7. TERMINATION

(a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least three (3) months' prior written notice of its intention to terminate.

(b) In the event the Paramedic Service fails to make any payment as set out in this Agreement, the Fire Services may, at its option and upon thirty (30) days written notice to the Paramedic Service, terminate this Agreement.

(c) This Agreement may be terminated immediately by either party upon written notice to the other party in the event that the Paramedic Service no longer operates, is incapable of operating, or if the Ministry of Health and Long-Term Care suspends or terminates the Paramedic Service delivery and funding agreement.

(d) Paragraphs 2-7 and 9 inclusive shall survive the termination or completion of this Agreement.

8. NOTICE

(a) Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

(i) delivering the notice personally;
(ii) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter by designated in writing in accordance herewith; or
(iii) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of Fire Services:
Peter Johnson, Fire Chief
The Corporation of the City of Sault Ste. Marie
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON P6A 2W1
p.johnson@cityssm.on.ca

in the case of the Paramedic Service:
Robert Rushworth, Chief Paramedic Services
District of Sault Ste. Marie Social Services Administration Board
EMS – Social Services
540 Albert Street East
Sault Ste. Marie, ON P6A 5L8
R.Rushworth@socialservices-ssmd.ca

9. GENERAL

(a) Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.

(b) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.

(c) This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.

(d) This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

(e) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

_____

M. NADEAU, CAO
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI
We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-244

AGREEMENT: (C2.13(13)) A by-law to authorize the execution of a Memorandum of Understanding between the City and the Sault Ste. Marie Economic Development Corporation to authorize the distribution of funds from the 2020 Municipal Transient Accommodation Tax (MAT) until such time as the new TourismSSM non-profit is incorporated.

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 Memorandum of Understanding dated December 2, 2019 between the City and the Sault Ste. Marie Economic Development Corporation, a copy of which is attached as Schedule "A" hereto. This Memorandum of Understanding is to authorize the execution of a Memorandum of Understanding between the City and the Sault Ste. Marie Economic Development Corporation to authorize the distribution of funds from the 2020 Municipal Transient Accommodation Tax (MAT) until such time as the new TourismSSM non-profit is incorporated.

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 2nd day of December, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-244 Municipal Transient Accommodation Tax(MAT).docx

MEMORANDUM OF UNDERSTANDING

UNDER SECTION 6(1) OF O. Reg. 435/17 OF THE MUNICIPAL ACT, 2001, S.O. 2001, c. 25, AS AMENDED

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated the 2nd day of December, 2019.

B E T W E E N:

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

OF THE FIRST PART;

- and -

THE SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION
(hereinafter called the "**SSMEDC**")

OF THE SECOND PART;

WHEREAS Section 400.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended (the "Act") provides that Council of a local municipality may pass by-laws imposing a tax in respect of the purchase of transient accommodation within the municipality;

AND WHEREAS on December 10, 2018, Council of the City passed By-law 2018-218 which establishes the Municipal Transient Accommodation Tax (MAT) for short-term rentals within the City of Sault Ste. Marie;

AND WHEREAS Section 6 of Ontario Regulation 435/17 as amended requires a municipality and each eligible tourism entity that receives an amount under Section 4 or 5 of the aforesaid Regulation to enter into an agreement respecting reasonable financial accountability matters in order to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism;

AND WHEREAS as set out within By-law 2018-218, City Council confirmed its intention to administer the MAT imposed on the purchase of accommodations of short duration within the City of Sault Ste. Marie pursuant to Ontario Regulation 435/17, as amended, in conjunction with any Memorandum of Understanding between the City and the SSMEDC for the purpose of promoting tourism with this City;

AND WHEREAS in accordance with Section 6(1) of Ontario Regulation 435/17, as amended and the commitment of the City as set out herein to administer the MAT in accordance with any Memorandum of Understanding between the City and the SSMEDC, the parties hereto agreed to a Memorandum of Understanding dated May 21, 2019, with an expiry date of December 31, 2019 which the parties would now like to extend;

AND WHEREAS a new, independent non-profit TourismSSM corporation with a dedicated Board of Directors made up of tourism industry stakeholders will be established in the first quarter of 2020;

AND WHEREAS SSMEDC have a proven track record of prudently administering the funds generated by the Transient Accommodation Tax;

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. TERM

(a) The parties hereto acknowledge and agree that the term of this MOU shall commence on January 1, 2020 and end on June 30, 2020, or when TourismSSM corporation is incorporated, whichever happens first (the "Term").

2. BY-LAW 2018-21

The parties hereto acknowledge and agree that the City shall administer the MAT in accordance with City By-law 2018-218 and its obligations under Ontario Regulation 435/17, as amended. To this end, the parties agree that the definitions set out in City By-law 2018-218 along with its terms and conditions shall apply to all matters regarding MAT and this MOU.

3. PAYMENTS FROM CITY TO SSMEDC

(a) The parties acknowledge and agree that Section 4 of Ontario Regulation 435/17 is applicable in determining the amount payable by the City to the SSMEDC given MAT.

(b) The parties further acknowledge and agree that the SSMEDC is currently the only "eligible tourism entity" in the City as that term is defined in Ontario Regulation 435/17.

(c) Pursuant to Section 4 of Ontario Regulation 435/17, the parties hereto agree as follows:

a. The total amount collected by the previous Destination Marketing Fund (DMF) in 2018, being the last fiscal year prior to the enactment of the MAT is Seven

Hundred, Sixty Thousand, and Ninety Six ($760,096 CDN) Dollars and this amount will be set aside for the new TourismSSM corporation to allocate towards tourism development and marketing;

b. The City shall pay the SSMEDC until TourismSSM is incorporated, quarterly installments for the calendar year 2019. For clarity, upon approval of the MOU on December 2, 2019, the City will forward on March 31 a quarterly payment of One Hundred, Ninety Thousand, and Twenty-Four ($190,024 CDN) Dollars. The next quarterly payment will be June 30, 2020.

4. FINANCIAL ACCOUNTABILITY OF SSMEDC

(a) The SSMEDC acknowledges and agrees:

(i) to utilize all amounts payable by the City to the SSMEDC pursuant to the terms of this MOU for the exclusive purpose of promoting tourism in the City; and

(ii) that its obligation as set out in Section 4(a)(i) herein is also a legislative requirement pursuant to Section 6(1) of Ontario Regulation 435/17.

(b) In accordance with section 6(2) of Ontario Regulation 435/17 and the SSMEDC's resultant obligation to provide financial accountability for the amounts received by the SSMEDC from the City pursuant to Section 3 of this MOU, the SSMEDC undertakes and commits as follows:

(i) During the Term, the SSMEDC shall provide the City with a budget on how the amounts received will be spent in furtherance of promoting tourism in the City.

(ii) The SSMEDC undertakes to maintain all documents, invoices, financial records and any other materials as requested by the City to document the amounts paid pursuant to Section 4(b)(i) above and shall produce same to the City immediately upon request.

(d) If at any time during the Term, the City determines that the SSMEDC did not comply with Section 4(a) herein, such that the SSMEDC utilized amounts received under this MOU for a purpose **other** than promoting tourism in the City, the City shall have the unfettered right and discretion to suspend and/or cancel any further payments to the SSMEDC as required under this MOU.

5. NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering or mailing the notice to:

In the case of the City:
Deputy CAO, Community Development and Enterprise Services
99 Foster Drive, Sault Ste. Marie ON P6A 5X6
Email t.vair@cityssm.on.ca

In the case of the SSMEDC:
Executive Director
Sault Ste. Marie Economic Development Corporation
99 Foster Drive, Sault Ste. Marie ON P6A 5X6
Email d.hollingsworth@ssmedc.ca

In the case of mailing, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the first (1st) day next following the date of faxing. If the notice is sent electronically via e-mail, the notice shall be deemed to be received on the same day that the notice is e-mailed.

6. DISPUTE RESOLUTION MECHANISM

In the event a dispute arises between the parties regarding the interpretation, application, administration, or alleged violation of this MOU, the Chief Administrative Officer, or his or her representative shall meet with the SSMEDC at the earliest opportunity to discuss the dispute. If the dispute remains unresolved it shall be referred to City Council at the earliest opportunity for resolution.

7. GENERAL

(a) This MOU and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This MOU shall be treated in all respects as an Ontario contract.

(b) This MOU constitutes the entire agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this MOU or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this MOU must be in writing, duly executed by the parties.

(c) The parties hereby acknowledge and agree that any future amendments to this MOU must be made in writing and signed by both parties.

(d) This MOU shall ensure the benefit of and be binding upon the respective successors and assigns of the parties hereto.

(d) No party shall assign, transfer or make any other disposition of this MOU or of the rights conferred thereby, without the prior written consent of all other parties to the MOU.

IN WITNESS WHEREOF the part of the first part has hereto affixed its corporate seal attested by the hands of its duty to authorized officers and the parties of the Second part have hereunto set their hands and seals.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Mayor – Christian Provenzano

_____
City Clerk – Rachel Tyczinski

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

_____

_____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-245

AGREEMENT: (PR1.123) A by-law to authorize the execution of the Funding Agreement between the City and 1188004 Ontario Inc. (Tony Porco) to establish the Huron Spoke trail on The Machine Shop property.

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 Funding Agreement dated December 2, 2019 between the City and 1188004 Ontario Inc. (Tony Porco), a copy of which is attached as Schedule "A" hereto. This Funding Agreement is to establish the Huron Spoke trail on The Machine Shop property.

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 2nd day of December, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-245 1188004 Ontario Inc. Funding.docx

Schedule "A"

FUNDING AGREEMENT

This FUNDING Agreement made this _____ day of _____ 2019.

BETWEEN:

1188004 ONTARIO INC.
(hereinafter referred to as "1188004 Ontario Inc.")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

WHEREAS the City is the registered owner of lands in the City of Sault Ste. Marie municipally known as a southern portion of Huron Street which abuts lands owned by 1188004 Ontario Inc. municipally know as 83 and 87 Huron Street, which properties are, collectively referenced as the "Lands" and are depicted in Schedule "A" of this agreement.

AND WHEREAS 1188004 Ontario Inc. is developing a Hub Trail system herein referred to as the Huron Spoke on the said Lands.

AND WHEREAS the City has agreed to assist financially with the completion of the Huron Spoke project up to $150,000.00 as an approved as part of the 2019 Municipal Budget and further confirmed by a letter of understanding executed June 14th, 2019, attached hereto as Schedule "D" of this agreement.

NOW THEREFORE the parties hereto agree as follows:

1. **FUNDING**

   The City has contributed funds in the amount of One Hundred and Thirteen Thousand Dollars ($113,900.76) to 1188004 Ontario Inc. for the exclusive purpose of payment of invoices, attached hereto as Schedule "B" allocated to the development of sections A and B of the Huron Spoke.

   1188004 Ontario Inc. acknowledges having received the said funds as referred in Section 1 of this agreement from the City.

   Subject to any additional negotiations, the balance of the $150,000.00 will be paid upon completion and invoicing for the balance the work for development of section C of the Huron Spoke shown on Schedule "A" attached hereto.

2. **USE OF FUNDS**

   1188004 Ontario Inc. covenants and agrees that the funds provided to it by the City shall be used solely towards the cost of developing the Huron Spoke and for no other purpose.

3. **MAINTENANCE**

The City acknowledges and agrees that the maintenance of the Huron Spoke shall be the sole responsibility of the City and the City acknowledges and agrees that all necessary maintenance shall be its sole responsibility, save for winter maintenance, which shall be performed by 1188004 Ontario Inc.

The City and 1188004 Ontario Inc. shall fully indemnify and save harmless each other from any action arising out of the Huron Spoke.

The parties hereto acknowledge and agree that if at any point in the future the Huron Spoke become unfit or hazardous and in a state of unrepair, 1188004 Ontario Inc. may remove and/or replace the Huron Spoke at its sole expense and with consent of the City.

4. **EASEMENT**

1188004 Ontario Inc. agrees to register at is sole expense the easement attached hereto as Schedule "C" in exchange for the City's contribution to this project.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this _____ day of _____ 2019.

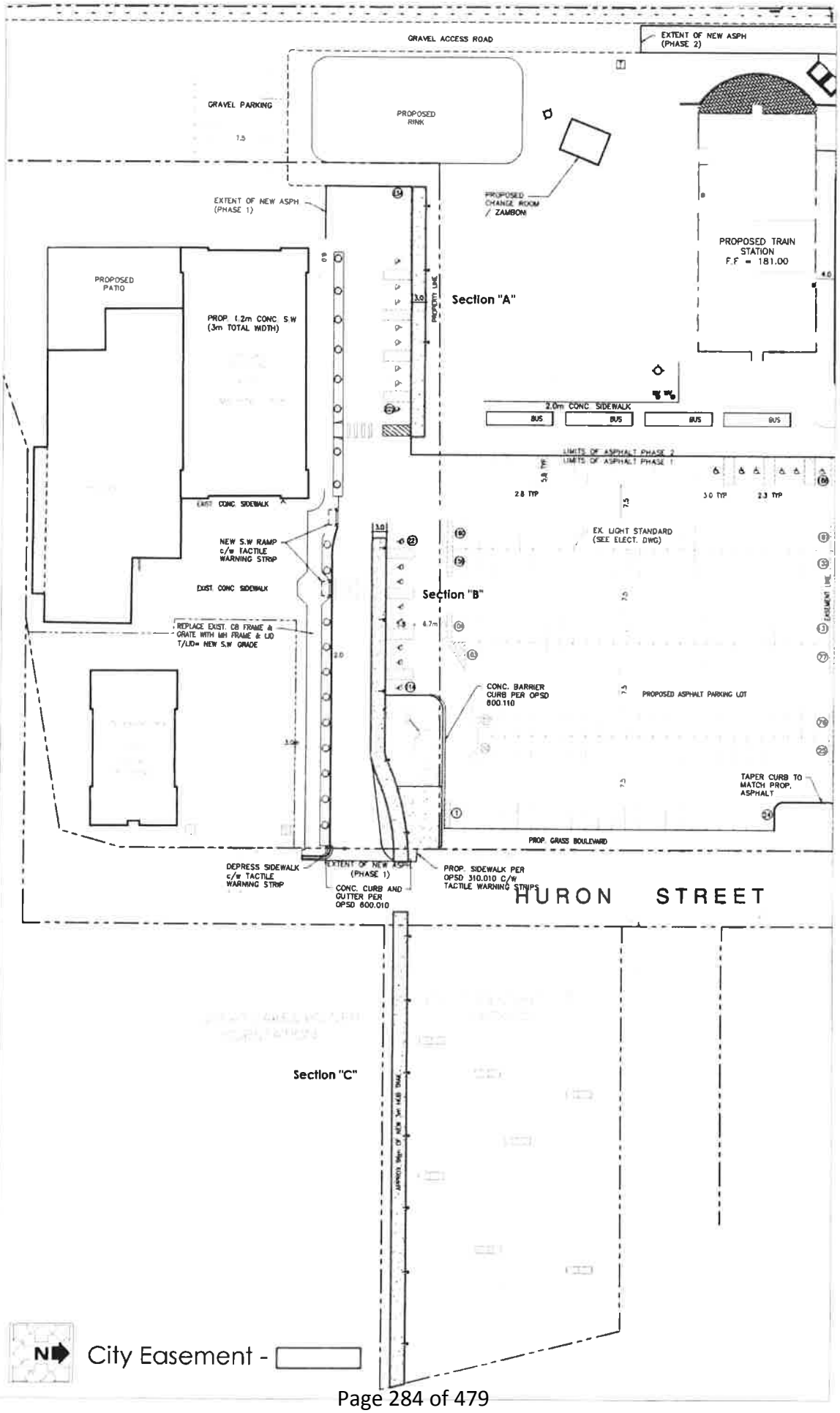
1188004 ONTARIO INC.

Per: _____
PRESIDENT – TONY PORCO

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – RACHEL TYCZINSKI


GRAVEL ACCESS ROAD
EXTENT OF NEW ASPH (PHASE 2)
GRAVEL PARKING
PROPOSED RINK
EXTENT OF NEW ASPH (PHASE 1)
PROPOSED CHANGE ROOM / ZAMBONI
PROPOSED TRAIN STATION F.F = 181.00
PROPOSED PATIO
PROP. 1.2m CONC. S.W (3m TOTAL WIDTH)
Section "A"
2.0m CONC. SIDEWALK
BUS
BUS
BUS
BUS
LIMITS OF ASPHALT PHASE 2
LIMITS OF ASPHALT PHASE 1
2.8 TYP
3.0 TYP
2.3 TYP
EXIST. CONC. SIDEWALK
NEW S.W RAMP c/w TACTILE WARNING STRIP
EX. LIGHT STANDARD (SEE ELECT. DWG)
EXIST. CONC. SIDEWALK
Section "B"
REPLACE EXIST. CB FRAME & GRATE WITH MH FRAME & LID T/LID= NEW S.W GRADE
CONC. BARRIER CURB PER OPSD 600.110
PROPOSED ASPHALT PARKING LOT
TAPER CURB TO MATCH PROP. ASPHALT
PROP. GRASS BOULEVARD
DEPRESS SIDEWALK c/w TACTILE WARNING STRIP
EXTENT OF NEW ASPH (PHASE 1)
CONC. CURB AND GUTTER PER OPSD 600.010
PROP. SIDEWALK PER OPSD 310.010 C/W TACTILE WARNING STRIPS
HURON STREET
Section "C"
N
City Easement -

THE SIS GROUP SINCE 1992

1022013 Ontario Limited
1231 Peoples Road
Sault Ste. Marie, Ontario P6C 3W7
ph. 705-759-5148 fax 705-759-4816

INVOICE

Sold to:

City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Invoice No.: 86977
Invoice Date: 07/31/2019
Job Number: 10868
Purchase Order:

Business No.: 137048757

Description	Hours	Rate / Hour	Amount
HUB Trail - 83 Huron Street (The Machine Shop parking lots) Progress billing			
West Machine Shop Parking Lot			
Robinson - concrete & curb	1	75,170.00	75,170.00
Avery - Remove existing and prep for sidewalk	1	13,647.02	13,647.02
SIS Electrical Labour - install light bases	1	6,525.00	6,525.00
SIS Electrical material - light bases	1	2,916.30	2,916.30
Avery - Dig & backfill 4 ligth bases	1	2,538.81	2,538.81
Subtotal:			100,797.13
H - HST 13%			
HST			13,103.63
PLEASE MAKE CHEQUES PAYABLE TO: SUPERIOR INDUSTRIAL SERVICES Net 15 days, 2.5% monthly interest will be charged on overdue accounts		**Total Amount**	113,900.76

SCHEDULE "C"

Conditions of Hub Trail Easement - EASEMENT IN GROSS

The Transferor grants to the Transferee free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain the walking and cycling trail, commonly known as the hub trail, upon the lands described in this document.

The Transferor covenants and agrees to provide free, uninterrupted and unobstructed access to the Transferee, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the lands described in this document.

The Transferor covenants and agrees with the Transferee that the Transferor shall not build or cause to be built any building, structure, fence or other obstruction over the easement granted in this document.

The Transferee covenants and agrees with the Transferor that it shall be responsible for any damage caused by the negligence of its own agents or employees to the property of the Transferor on the lands owned by the Transferor in the course of exercising the rights and easement hereby transferred.

The Transferee and Transferor covenants and agrees to fully and mutually indemnify and save the each other harmless from all actions, causes of action, suits, claims and demands of every nature and kind whatsoever which may be made against the parties relating to or arising out of the use of the hub trail by the general public, save for winter maintenance, which shall be the sole responsibility of the Transferor.

The Transferee covenants and agrees with the Transferor to keep that portion of the hub trail located on the easement and the Transferor's lands adjacent to the easement, in a good and reasonable state of repair and, in so doing, shall not interfere with the Transferor's right of access to its adjacent lands in any material way. In the event of a breach of this covenant by the Transferee which remains outstanding after five (5) days written notice of the breach is given to the Transferee, the Transferor shall have the right to rectify the breach at the expense of the Transferee.

The Transferor and the Transferee covenant and agree that reference to the Transferor herein shall include 1188004 ONTARIO INC.

This easement is for the benefit of the balance of the cycling and walking hub trail of The Corporation of the City of Sault Ste. Marie.

Schedule "D"

LETTER OF UNDERSTANDING

Made this 14th day of June, 2019

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

- and –

1188004 ONTARIO INC.

(hereinafter referred to as the "Undersigned")

WHEREAS the Undersigned, its directors, officers, employees, consultants, subcontractors, agents, users, customers, and invitees, shall be completing contractual work, namely completion of a portion of the Hub Trail upon its land and city owned property, which includes curb and asphalt cuts, pathway alterations and other landscaping (the "Work") as depicted in Schedule "A" attached hereto, commencing June 14th, 2019;

AND WHEREAS the Undersigned has requested the City's permission to occupy the City owned property located at and on or around the Work, municipally known as a southern portion of Huron Street which abuts 83 and 87 Huron Street (the "City Property"), to use and perform the above Work during the Term;

AND WHEREAS it is the Undersigned is to negotiate an easement benefiting the City upon completion of the project, as well as an agreement to allocate funding for the Work;

AND WHEREAS the City is prepared to grant permission to the Undersigned to occupy the City Property, subject to the terms and conditions set forth herein;

NOW THEREFORE the Undersigned agrees as follows:

1. The Undersigned shall be permitted to occupy the City Property commencing June 14th, 2019 and terminating July 1st, 2019 or upon completion of the Work, whichever date is earlier (the "Term").

2. The Undersigned shall be permitted only to use the City Property for the purposes of completing the Work (the "Permitted Use").

3. The City portion of costs in association with the Work as depicted in Schedule "A" shall not exceed $150,000.00.

4. The Undersigned shall be responsible for any and all costs, expenses and liabilities related to the use and enjoyment of the City Property and any other matters related directly or indirectly thereto.

5. The Undersigned confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the City Property or any part thereof, for use by the Undersigned. The Undersigned acknowledges that it has satisfied itself concerning the suitability of the City Property for the Permitted Use and further, that it is using the City Property on an "as is" basis.

6. The Undersigned agrees not to cause or permit to be caused any damage to the City Property through the use and enjoyment of the City Property and that if such damage is caused, the Undersigned agrees to restore the City Property to the condition it was in prior to the damage occurring.

7. The Undersigned covenants to take all reasonable precautions to protect the City Property against fire and other hazards.

8. The Undersigned covenants to repair, maintain and keep the City Property in good repair and in a reasonable state of cleanliness. The Undersigned shall make all necessary and consequential repairs to the City Property including the structures therein and, further, shall make all necessary and consequential repairs to the City Property to the extent that same are required as a result of any act or neglect of the Undersigned or any breach by the Undersigned of its obligations under this Letter of Understanding.

9. The Undersigned agrees to defend, indemnify and save harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings, collectively hereinafter referred to as the "Claims", made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Undersigned. The City shall have choice of attorney/counsel and shall direct and have carriage of all matters related to the Claims. The Undersigned shall reimburse the City for all Claims as set forth herein forthwith upon demand.

10. The Undersigned agrees to maintain at all times during the currency of Term hereinbefore described, a minimum of Five Million ($5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Term.

11. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property for any reason, the Undersigned shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the City Property to its condition prior to such access by the City and/or emergency personnel.

12. If the City, in its sole discretion, determines that the covenants contained in this Letter of Understanding are not being complied with by the Undersigned, it may provide the Undersigned with reasonable opportunity to remedy or, where the City deems it appropriate, terminate this Letter of Understanding by providing the Undersigned with written notice of termination.

13. The Undersigned, its directors, officers, employees, consultants, subcontractors, agents, users, customers, and invitees shall comply with all Laws, By-laws, Rules and Regulations

or any governing body respecting the City Property and all matters related to this Letter of Understanding.

14. The Undersigned shall not assign, transfer or make any other disposition of this Letter of Understanding or of the rights conferred thereby, without the prior written consent of the City.

15. The Undersigned hereby acknowledges and agrees that the Undersigned has no proprietary right, title or interest in the City Property, and that same is and shall remain the property, title and right of the City.

16. This Letter of Understanding constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Letter of Understanding may be amended only by written instrument signed by both parties.

17. The provisions of this Letter of Understanding shall be binding upon and enure to the benefit of the Undersigned, its successors and, where applicable, permitted assigns.

18. This Letter of Understanding shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

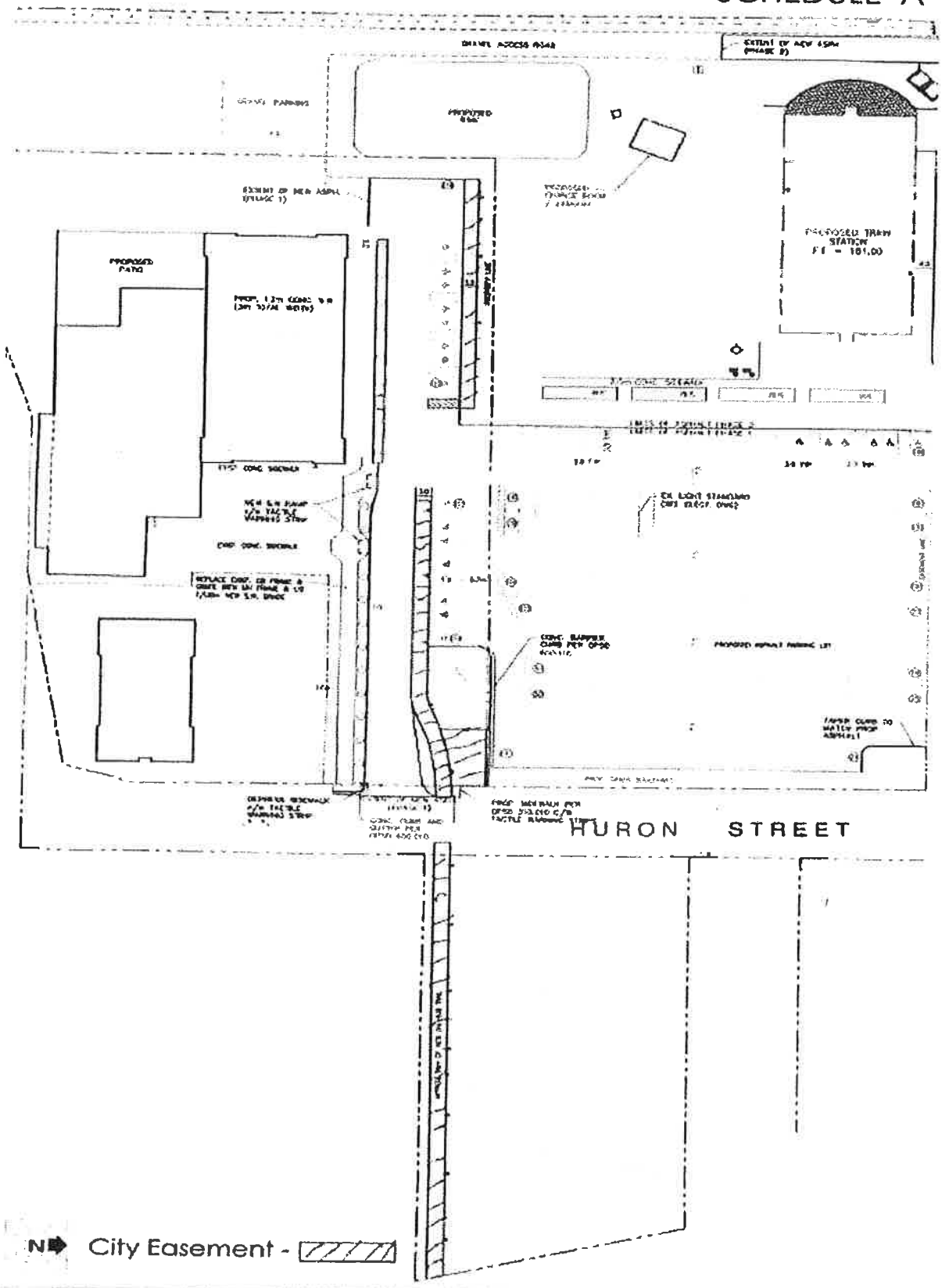
IN WITNESS WHEREOF the Undersigned hereto has affixed its hand and seal.

1188004 ONTARIO INC.



I have the authority to bind the corporation.

SCHEDULE "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-246

AGREEMENT: (PR1.118) A by-law to authorize the execution of the Agreement between the City and Brook McIlroy Inc. for the multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza.

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 December 2, 2019 between the City and Brook McIlroy Inc., a copy of which is attached as Schedule "A" hereto. Due to the high volume of pages, a copy of Appendix "A", "B" and "C" to Schedule "A" may be viewed at the City Clerk's Departments. This Agreement is for the multidisciplinary design services associated with the planning, design, tendering and contract administration of the Downtown Civic Plaza.

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 2nd day of December, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2019\2019-246 Downtown Civic Plaza Agreement.docx



Ontario Association of Architects

Standard Form of Contract for Architect's Services

OAA 600-2013 **with Amendments to October 1, 2019**

FOR

Downtown Civic Plaza
Sault Ste. Marie, Ontario

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Note: The October 1, 2019 Amendments take into account the changes made by the *Construction Act*, R.S.O. 1990, C.30 effective October 1, 2019. This version also includes those amendments previously incorporated in response to the changes made by the *Construction Act*, R.S.O. 1990, C.30 effective July 1, 2018. The October 1, 2019 amendments are identified in this contract by a vertical line alongside the applicable clause.
Clauses may have been renumbered due to insertions or deletions as a result of the changes made.

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* *List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

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AGREEMENT

A1 This contract made as of the 28 day of the month of November in the year 2020

A2 between the *Client*:

The Corporation of the City of Sault Ste. Marie

A3 and the *Architect*:

Brook McIlroy Inc.
161 Spadina Avenue - Suite 200
Toronto, Ontario
M5V 2L6

A4 for the following *Project*:

Downtown Civic Plaza
see attached Appendix B containing RFP terms of reference, addenda and Appendix C Brook McIlroy's proposal for terms of reference

A5 The owner, if other than the *Client*, is:

A6 The *Client's* budget for *Construction Cost* is: $ 5,500,000.00

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: Q2 2020

.2 *Substantial Performance of the Work*: Q2 2021

A8 The anticipated construction delivery type and anticipated construction contract between the *Client* and the contractor are:

.1 Delivery type: Stipulated Price Contract

.2 Construction contract: CCDC 2-2008

A9 The *Client* and the *Architect* may rely on the initial information contained in Articles A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

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A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Civil, Structural & Geotechnical Engineers & Surveyor - Tulloch Engineering Mechanical & Electrical Engineering, Architectural Inspection- MGP Architects - Engineers Electrical Engineer, Lighting Design - Mulvey & Banani	Cost Consultant - AW Hooker Refridgeration Consultant - CIMCO Refridgeration Irrigation Design - Creative Irrigation Solutions Archaeology - WSP Programming Advisor - Lord Cultural Resources

.2 engaged by the *Client*

N/A	

A11 For the *Architect's* services the fee shall be computed as follows: *(refer also to GC11)*

F1 Scope of Services

GC2 & GC3 not used to determine scope of services. Refer to:

(a) Appendix B: City of Sault Ste. Marie Request for Proposal for Multi-Disciplinary Design Services Downtown Civic Plaza and Addenda 1&2. 30 pages; and

(b) Appendix C: Brook McIlroy Proposal which includes a TIme-Task-Matrix - for a detilaied breakedown of servcies, associated hours and fixed fee.124 pages.

F2 - Fixed Fee

- Services shall be provided for a Fixed Fee of $618,445.00.
- In addition, the Client shall pay for any actual Reimbursable Disbursements as defined in Section 11.4 of the Agreement in an amount not to exceed the total sum of $31,525.00, exclusive of tax. If the actual total Reimbursable Disbursements are less than $31,525.00 exclusive of tax, the Client is only obligated to pay the actual amount incurred. The parties further acknowledge and agree that the following are Reimbursable Disbursements and **included** in the maximum payable of $31,525.00, and are not in addition to that amount payable:
  - Section A13 which sets out the administrative charge of 10% is to be added to the Reimbursable Expense; and
  - Section A14 which sets out the rate for calculating automobile travel costs to be $0.53 per kilometer.

F3 - Hourly Rates

Out of scope services or changes to the work or services shall be provided using the hourly rates noted in Appendix C.

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A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(10.00 %)
Design development phase	(30.00 %)
Construction documents phase	(35.00 %)
Bidding or negotiating phase	(5.00 %)
Construction phase	(20.00 %)
Total	(100 %)

A13 An administrative charge of 10.00 % shall be added to the reimbursable expenses as noted in GC11.3.

A14 The rate for calculating automobile travel costs shall be $ 0.53 per kilometre.

A15 The *Client* shall pay to the *Architect,* upon execution of this contract, a retaining fee in the amount of $ 0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.

A16 The *Client* shall pay the *Architect* within twenty-eight (28) days of receipt of *Proper Invoices, the invoiced amount* or the undisputed portion thereof on account of the *Architect's* fee and agreed upon reimbursable expenses plus applicable taxes. *Proper Invoices* shall be issued and submitted monthly unless otherwise agreed.

A17 An unpaid *Proper Invoice* or the unpaid balance thereof shall bear interest, calculated and compounded monthly at the rate of 5.00 % per annum or such other rate as is specified in the *Construction Act* (Ontario), whichever is higher, commencing the twenty-ninth (29th) day after the date that the *Architect's Proper Invoice* is received, or such other rate as is determined as a result of a dispute resolution process.

A18 For the purposes of the *Construction Act* (Ontario), this contract provides for payment of accrued holdback on a phased basis with respect to the specified completed design phase as follows:

1.

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DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Adjudication means construction dispute interim adjudication as specified under the Construction Act (Ontario).

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by OAA.

Client is the person or entity identified in Article A2.

Construction Cost is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

Construction Documents consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

Consultant is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

Consultant Coordination consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

Contingency means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Place of the Work is the designated site or location of the *Work* identified in the construction contract documents.

Project as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

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Proper Invoice means a written request for payment for services, materials, agreed reimbursables or related documentation containing at a minimum the following information:

- *Architect's* name and address.
- Date of the *Proper Invoice* and the period during which the services, materials or related documentation were supplied.
- Information identifying the authority under which the services, materials or related documentation were supplied.
- Description, including quantity where appropriate, of the services, materials or related documentation that were supplied.
- Amount payable for the services, material or related documentation that were supplied, and the payment terms.
- Name, title, telephone number and mailing address of the *Architect* to whom payment is to be sent.
- Any additional information specified in GC11.1.

Substantial Performance of the Work means substantial performance of the contract as defined under the *Construction Act* (Ontario). Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

Work means the total construction and related services required by the construction contract documents.

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GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

1.1 The *Architect* shall provide professional services as identified in this contract and shall:

.1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,

.2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,

.3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,

.4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,

.5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,

.6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,

.7 maintain the confidentiality of information so identified and provided by the *Client*, and

.8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect*'s professional judgment with respect to the *Project*.

.9 notify the *Client* if the *Client* fails to accept the *Architect's* professional judgment with respect to the *Project* to such an extent that the *Architect* considers the *Client's* failure as demonstrating a loss of confidence in the professional skill and care of the *Architect*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	**Review Program** - Review the *Client's* Program of Requirements and other information furnished by the *Client* and the characteristics of the site.			REFER TO APPENDICES B AND C
.2	**Review Applicable Codes** - Review applicable statutes, regulations. codes and by-laws and where necessary review the same with the authorities having jurisdiction.			
.3	**Prepare Initial Evaluation** - Prepare an initial evaluation of the *Client's* Program of Requirements, schedule, budget for the *Construction Cost*, *Project* site and the proposed procurement or delivery method and other initial information provided by the *Client* each in terms of the other, to ascertain the requirements of the *Project*. The *Architect* shall notify the *Client* of (1) any inconsistencies discovered in the information. and (2) other information or consulting services that may be reasonably needed for the *Project*.			

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2.1	ITEM	Service Provided:	Fee Reference:	Comments
.4	**Review Initial Evaluation** - Present and review with the *Client* the initial evaluation and discuss alternative approaches to design and construction of the *Project*. The *Architect* shall reach an understanding with the *Client* regarding the requirements of the *Project*.			REFER TO APPENDICES B AND C
.5	**Preliminary Concept Design** - Based on the *Project's* requirements agreed upon with the *Client*, the *Architect* shall prepare for the *Client's* approval a preliminary concept design illustrating the scale and relationship of the *Project* components.			
.6	**Schematic Design Documents** - Based on the *Client's* approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the *Construction Cost*, prepare for the *Client's* review and approval, schematic design documents to illustrate the scale and character of the *Project* and how the parts of the *Project* functionally relate to each other including as appropriate: • Site Plan • Spatial Relationship diagrams • Floor Plans • Elevations • Building Sections • Outline Specifications			
.7	***Estimate of Construction Cost*** - Prepare and submit to the *Client* an *Estimate of Construction Cost* based on current area or volume unit cost prepared in accordance with GC5.3.			
.8	**Submit Schematic Design** - Submit the schematic design documents to the *Client* and request the *Client's* approval.			
	DESIGN DEVELOPMENT PHASE			
.9	**Design Development Documents** - Based on the *Client*'s approved schematic design documents and agreed *Estimate of Construction Cost*, and any *Client's* authorization of adjustments in the *Project* requirements and the budget for the *Construction Cost* prepare for the *Client*'s review and approval, design development documents, drawings and other documents to describe the size and character of the *Project* including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: • Site Plan • Floor Plans • Elevations • Building Sections • *Project* brief detailing area calculations, building systems and outline specifications			
.10	**Continue Review of Applicable Codes** - Continue to review applicable statutes. regulations codes and by-laws as the design of the *Project* is developed and where necessary review the same with the authorities having jurisdiction.			
.11	**Update *Estimate of Construction Cost*** - Prepare and submit to the *Client* for approval an updated *Estimate of Construction Cost.*			
.12	**Submit Design Development** - Submit the design development documents to the *Client*, advise the *Client* of any adjustments to the *Estimate of Construction Cost* and request the *Client's* approval.			
	CONSTRUCTION DOCUMENTS PHASE			
.13	**Drawings and Specifications** - Based on the *Client's* approved design development documents and agreed updated *Estimate of Construction Cost*, prepare for *Client's* review and approval, *Construction Documents* consisting of drawings and specifications setting forth in detail the requirements for the construction of the *Project.*			
.14	**Review Applicable Codes** - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the *Project* may be obtained.			

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2.1	ITEM	Service Provided:	Fee Reference:	Comments
.15	**Bidding Information** - Obtain instructions from and advise the *Client* on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between *Client* and contractor.			REFER TO APPENDICES B AND C
.16	**Update *Estimate of Construction Cost*** - Update the *Estimate of Construction Cost*.			
.17	**Submit *Construction Documents*** - Submit the *Construction Documents* to the *Client*, advise the *Client* of any adjustments to the *Estimate of Construction Cost*, including adjustments indicated by changes in requirements and general market conditions; take any action required under GC5.2 and request the *Client's* approval.			
	PERMITS AND APPROVALS			
.18	**Building Permit Application** - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.			
	BIDDING/NEGOTIATION PHASE			
.19	**Bidding/Negotiation** - Following the *Client's* approval of the *Construction Documents* and the latest agreed *Estimate of Construction Cost*: assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for *Client's* direction on award. Assist the *Client* with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.			
	CONSTRUCTION PHASE			
.20	***General Review*** - Provide *General Review* services during construction; examine, evaluate and report upon representative samples of the *Work*; keep the *Client* informed of the progress and quality of the *Work*; report defects and deficiencies in the *Work* observed during the course of the site reviews; and report in writing to the *Client*, contractor and chief building official.			
.21	**Site Meetings** - Attend site meetings with contractor, major sub-contractors and *Consultants*, where appropriate, to review the progress of the *Work*.			
.22	**WSIB Certificates, Bonds and Insurance Policies** - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to *Client* for *Client's* bond and insurance advisors to review.			
.23	**Construction Schedule** - Receive construction schedule from contractor, review and forward to *Client*.			
.24	**Schedule of Values** - Receive schedule of values from contractor, review and adjust, if required. Advise both *Client* and contractor that the agreed schedule of values will form the basis for factoring percentage of *Work* completed into certificates for payment.			
.25	**Payment Certification** - When engaged to provide *General Review*, receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the *Architect's* observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the *Client* in the value proportionate to the amount of the construction contract, of work performed and products delivered to the *Place of the Work*.			

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2.1	ITEM	Service Provided:	Fee Reference:	Comments
.26	**Construction Contract Documentation Interpretation** - On the written request of either the *Client* or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the *Client* nor the contractor, on claims, disputes and other matters in question between the *Client* and the contractor relating to the execution or performance of the *Work* or the interpretation of the construction contract documents.			REFER TO APPENDICES B AND C
.27	**Shop Drawings and Submittals** - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the *Work* as provided in the construction contract documents.			
.28	**Supplemental Details and Instructions** - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Architect* and the contractor.			
.29	**Requests for information (RFI's)** - Receive requests for information (RFI's) from the contractor and process accordingly.			
.30	**Proposed Change Notices/Change Orders and Change Directives** - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the *Client*'s approval and signature in accordance with the construction contract documents.			
.31	**Inspection & Testing Services** - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to *Client*.			
.32	**Substantial Performance** - As payment certifier prepare and issue at the appropriate time, a certificate of *Substantial Performance of the Work* in accordance with the provisions of the *Construction Act* (Ontario).			
.32a	**Deemed Completion** – As payment certifier, prepare and issue at the appropriate time, a statement of construction contract deemed completion in accordance with the provisions of the *Construction Act* (Ontario).			
.33	**Contractor's Documentation at Completion** - Receive from the contractor and forward to the *Client* for the *Client's* acceptance the written warranties and related documents as required under the construction contract.			
.34	**Takeover Procedure** - Arrange for takeover of the *Project* by the *Client*, including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.			
.35	**Twelve Month Warranty Review** - Prior to the end of the period of one year following the date of *Substantial Performance of the Work*, review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the *Work* in accordance with the construction contract between the owner and contractor.			

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GC3 PROVISION OF ADDITIONAL SERVICES

3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the Architect and the manner of compensation as indicated in Fee Reference for each identified in Article A11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
	PRE-DESIGN SERVICES			
.1	**Pre-Design Study -** Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the *Client's* objectives for the *Project* being reached within the *Client's* budget and advise on measures to align the *Project* requirements with the budget, assess the suitability of the *Client's* site to accommodate the *Project* taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.			REFER TO APPENDICES B AND C
.2	**Multiple Sites** – Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.			
.3	**Programming** – Provide analyses of the *Client's* needs and prepare a written Program of Requirements as described in GC4.1.			
.4	**Verifying Drawings -** Review drawings furnished by the *Client,* visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.			
.5	**Measured Drawings -** Confirm with the *Client* the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.			
.6	**Survey, Geotechnical or Hazardous Materials -** Assist the *Client* in the engagement of a *Consultant* to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3			
	GENERAL SERVICES, ALL APPLICABLE PHASES			
.7	**Detailed *Estimates of Construction Cost* -** Provide detailed *Estimates of Construction Costs*.			
.8	**Detailed Quantity Surveys, Inventories, Operating Costs** - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.			
.9	**Future Facilities** - Provide services relating to future facilities, systems and equipment not included in the *Construction Cost.*			
.10	**Provision of Interior Design Services -** Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.			
.11	**FF&E -** Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of *Client's* inventoried FF&E.			
.12	**Signage -** Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.			
.13	**Tenant Related Services** – Provide tenant layout and design services or documents not otherwise included in fees.			

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3.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	**Marketing** - Prepare promotional presentations or special marketing materials.			REFER TO APPENDICES B AND C
.15	**Model/Rendering/Video** - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the *Client*.			
.16	**Photography** - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.			
.17	**Language Translation** - Provide language translation services for *Construction Documents* or other documents.			
.18	**Value Engineering** - Provide services in connection with value engineering or analysis.			
	PERMITS AND APPROVALS			
.19	**Special Approvals of Authorities** - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist *Consultants* if required and assist *Client* in submission of application for:			
.1	**Zoning or Land Use Amendment:**			
.2	**Committee of Adjustment or variance from by-laws**:			
.3	**Site Plan Approval:**			
.4	**Other Approvals:** (list and describe)			
	BIDDING/NEGOTIATION PHASE			
.20	**Pre-qualification of Bidders** - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to *Client* for *Client's* decision.			
.21	**Multiple Bid Packages** - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.			
.22	**Issued for Construction Drawings** - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.			
	CONSTRUCTION PHASE			
.23	**Additional On-Site Representation** – Provide extensive or full-time on-site review or representation.			
.24	**Multiple Contracts** - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.			
.25	**Multiple Phases** - Provide services in connection with multiple phased occupancies.			
.26	**Client's Own Forces** - Coordinate work performed by the *Client's* own forces and coordinate the services required in connection with construction performed and equipment supplied by the *Client*.			
.27	**Updated Drawings** - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.			

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3.1	ITEM	Service Provided:	Fee Reference:	Comments
.28	**Record Drawings** - Prepare Record Drawings incorporating changes in the *Work* made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the *Architect*; the accuracy of the information supplied by the contractor shall not be the responsibility of the *Architect*.			REFER TO APPENDICES B AND C
.29	**Commissioning** - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation			

3.2 Upon recognizing the need to perform the following unforeseen Additional Services the *Architect* shall notify the *Client* with reasonable promptness explaining the facts and circumstances. The *Architect* shall not proceed to provide the following services until the *Architect* receives the *Client's* written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are:

.1 caused by instructions that are inconsistent with instructions or written approvals previously given by the *Client*, including revisions made necessary by adjustments in the *Client*'s Program of Requirements or budget for *Construction Cost*;

.2 required because of significant changes to the *Project*, including size, quality, complexity, the *Client*'s schedule, or the method of bidding or negotiating and contracting for construction;

.3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents;

.4 caused by an interpretation by the authorities having jurisdiction which differs from the *Architect's* interpretation of statutes, regulations, codes and by-laws, which difference the *Architect* could not have reasonably anticipated;

.5 due to changes required as a result of the *Client*'s failure to render decisions in a timely manner;

.6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them;

.7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the *Work*;

.8 due to replacement of any of the *Work* damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;

.9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;

.10 requested by the *Client* in connection with any adjudication, mediation, arbitration proceeding, or legal proceeding which is not substantially caused by the *Architect's* error or omission;

.11 requested by the *Client* in relation to the provisions for prompt payment under the *Construction Act* (Ontario) or other applicable legislation in respect of contracts between the *Client* and other parties which are being administered by the *Architect*;

.12 made necessary by the extension of the anticipated dates for construction described in Article A7; or

.13 in connection with the preparation and issuance of a certificate for payment for release of holdback on an annual basis, phased basis, or upon completion of a subcontract, as agreed to in the construction contract.

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GC4 CLIENT'S RESPONSIBILITIES

4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect.* The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.

4.3 ~~The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:~~

~~.1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;~~

~~.2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistively tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and~~

~~.3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.~~

4.4 The *Client* shall:

.1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;

.2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;

.3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;

.4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;

.5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;

.6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;

.7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project,* including such auditing services as the *Client* may require to verify the contractor's applications for payment, to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; or for an issue related to the provisions for prompt payment under the *Construction Act* (Ontario) or other applicable legislation; and

.8 ~~provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect;*~~

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4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:

.1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;

.2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;

.3 provide that, in the event that GC4.5.1 and GC4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.

5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.

5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.

5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.

5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:

.1 written approval of an increase in the budget for the *Construction Cost*, or

.2 authorization for re-bidding or re-negotiating of the proposal, or

.3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or

.4 termination of this contract in accordance with GC10 if the *Project* is abandoned.

5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the *Architect*, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC5.6 shall be an Additional Service.

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GC6 CONSTRUCTION PHASE SERVICES

6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect.*

6.2 When engaged for services during the construction phase the *Architect* shall:

.1 be a representative of the *Client*;

.2 advise and consult with the *Client*;

.3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;

.4 forward all instructions from the *Client* to the contractor;

.5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and

.6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.

6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

.1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
.2 the results of any subsequent tests required by or performed under the construction contract documents;
.3 minor deviations from the construction contract documents being corrected prior to completion; and
.4 any specific qualifications stated in the certificate for payment.

6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect.*

7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.

7.3 The *Client* may retain copies of the *Architect's Instruments of Service,* including non-editable *Electronic Documents,* for information and reference in connection with the *Client's* use and occupancy of the *Project.*

7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.

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7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

8.1 ~~The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.~~

8.2 ~~The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.~~

8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.

8.4 The *Architect* shall not:

.1 be required to make exhaustive or continuous on-site reviews;

~~.2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;~~

~~.3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*.~~

.4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and

.5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.

8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.

8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.

8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.

9.2 If any *Proper Invoice* submitted by the *Architect* remains unpaid by the *Client* for twenty-nine (29) days or more from the date the *Proper Invoice* was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.

9.3 The *Architect* may suspend services on the *Project*:

.1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid subject to GC11 the *Architect*'s *Proper Invoice*, the undisputed amount of a *Proper Invoice*, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the *Proper Invoice*, or

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.2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.

9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.

9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.

9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within twenty-eight (28) days of the date that the invoice for suspension of services is received by the *Client*, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.

9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

GC10 TERMINATION OF SERVICES

10.1 This contract is terminated on the earliest of:

.1 completion of the services
.2 termination in accordance with GC10.2, 10.3 or 10.4
.3 one year from the date of certification of *Substantial Performance of the Work*; or
.4 one year from the date of completion of the *Work*.

10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.

10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.

10.5 This contract may be terminated by the *Architect* upon at least seven (7) days written notice to the *Client* under GC1.1.9 in the event that there has been a loss of confidence in the *Architect's* provision of services.

10.6 In the event of termination, the *Architect* shall be paid subject to GC11.6, within twenty-eight (28) days of the date that a *Proper Invoice* is received, the undisputed amount for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.7.

10.7 Termination expenses are in addition to compensation for the *Architect's* services and include

1. expenses directly attributable to termination for which the *Architect* is not otherwise compensated,
2. plus an amount for the *Architect*'s anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or
3. such other amount as may be mutually agreed.

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GC11 PAYMENTS TO THE ARCHITECT

11.1 A *Proper Invoice* shall include the following information in addition to the minimum stated in the definition of *Proper Invoice:*

For Service: Date Service Provided; Particulars of Service Provided, Time Spent for Service, Identity of Person who provided Service, Fixed Fee for Service as per Appendices B&C, if not Fix Fee Hourly Rate for Service and confirmation Authorization to proceed was provided;

For Reimbursable Disbursements: Date Disbursement Incurred, Particulars of Disbursement, Receipts and/or Invoices; Identity of Person who incurred Reimbursable Disbursement any other documentation requested by the Client acting reasonably.

11.2 A *Proper Invoice* submitted by the *Architect* under this contract is due and payable as described in Article A16. Payments for the *Architect's* services shall be made on account for *Proper Invoices* as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.

11.3 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.

11.4 Reimbursable expenses include the following actual expenditures, supported by receipts or *Proper Invoices*, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project:*

.1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
.2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
.3 reproduction of *Instruments of Service*, photographs, and other documents;
.4 web-based project management services, specifically requested by the *Client;*
.5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
.6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
.7 other *Project* related expenses approved by the *Client* prior to expenditure.

11.5 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.

11.6 In the event of dispute, amounts under dispute are those subject to being resolved through adjudication, mediation, arbitration proceeding, or legal proceeding. Any amount so determined or resolved shall be subject to Article A17.

11.7 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect.*

11.8 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.

11.9 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.

11.10 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client.*

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11.11 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.

GC12 MISCELLANEOUS CONDITIONS

12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, 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.

12.2 ~~The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building~~.

12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.

12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.

12.5 This contract shall be governed by the law of the Province of Ontario.

12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

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GC13 OTHER TERMS OF CONTRACT:

13.1 The *Client* and the *Architect* agree as set forth in the following other terms:

Appendix A: Supplementary Conditions dated November 25, 2019. 3 pages.

Appendix B: City of Sault Ste. Marie Request for Proposal for Multi-Disciplinary Design Services Downtown Civic Plaza. Addenda 1 & 2. 30 pages.

Appendix C: Brook McIlroy Proposal dated October 17, 2019. 124 pages.

This contract is entered into as of the day and year first written above.

CLIENT *(Signature)*

(Printed name and title)

Mayor - Christian Provenzano

ARCHITECT *(Signature)*

(Printed name and title)

City Clerk - Rachel Tyczinski

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APPENDIX A: SUPPLEMENTARY CONDITIONS DATED NOVEMBER 25, 2019

The Ontario Association of Architects Standard Form of Contract for Architect's Services, Document 600-2013 (with Amendments to October 1, 2019), consisting of the Agreement, Definitions and General Conditions Parts 1 to 13 inclusive, and Schedules governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications:

1. Add the following Section A19:

"Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

(a) delivering the notice personally;
(b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter by designated in writing in accordance herewith; or
(c) transmitted by facsimile or email to the facsimile number or email address indicated below:

in the case of the Client – The Corporation of the City of Sault Ste. Marie:
Don McConnell, Director of Planning & Enterprise Services
The Corporation of the City of Sault Ste. Marie
Planning Division – Community Development & Enterprise Services
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
d.mcconnell@cityssm.on.ca

in the case of the Architect – Brook McIlroy Inc.
Anne McIlroy, Principal
Brook McIlroy Inc.
161 Spadina Avenue – Suite 200
Toronto, ON M5V 2L6
amcilroy@brookmcilroy.com

2. Delete Section 4.3 and replace with the following Section 4.3:

"The parties acknowledge and agree that the Client is not obligated to provide any surveys, reports, investigations, tests, or other documents to the Architect with respect to the provision of Services set out in Appendix B and C and this Project.

In the event that the Client provides a survey, report, investigation, test or other document to the Architect with respect to the provision of Services set out in this Agreement and this Project, the parties agree that only in such an event the Architect shall be entitled to rely upon the accuracy and completeness of any surveys, reports, investigations, test or other documents provided by the Client to the Architect as part of this Project and such contracts for the provision of information, surveys, reports and services, whether arranged by the Client or the Architect, shall be considered direct contracts with Client unless explicitly provided otherwise."

3. Delete Section 4.4.8 in its entirety.

4. Add the following GC7.6:

"If requested by the Client, the Architect shall provide editable CAD or BIM drawings and shall grant a limited licence to the Client to use the editable drawings for management of the facility including any future additions, renovations, or alterations."

5. Add the following GC7.7:

"As a condition precedent to the use of the editable CAD or BIM drawings, the Client agrees that the Architect is providing the CAD or BIM drawings, as "As Built" drawings and the Client can rely on same as "As Built" drawings in the form provided by the Architect. In the event that the "As Built" drawings provided by the Architect are subsequently edited by the Client or his/her employees, agents or

consultants (the "Edited Drawings") the Client acknowledges that any use of any Edited Drawings or reliance on the Edited Drawings thereafter is at the Client's own risk.

6. Add the Following GC7.8:

"To facilitate the Client's use of the facility, including any modifications, the Architect waives the "moral rights" which they have in the Project. The term "moral rights" has the same meaning given to it in the Copyright Act (Canada)."

7. Add the following Section 7.7:

"The Architect acknowledges that the Client is a municipality governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (the "*Act*"). The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to the exemptions contained in the Act. The Client must abide by its obligations under the *Act*."

8. Delete 8.1 and replace with the following Section 8.1:

"The Architect carries professional errors and omissions liability coverage, and the policy is available for inspection by the Client upon request.

The Architect shall maintain such insurance as will protect the Architect and the Client from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from the operations under this Agreement. The Architect shall also ensure that all Consultants engaged by the Architect have and maintain the same insurance requirements as set out herein throughout the Project and the Architect shall provide evidence of same at the request of the Client.

The Architect shall provide a Certificate of Insurance certifying General Liability Insurance (including Blanket Contractual Liability, Premises and Operations Liability, Personal Injury Liability, and Non-Owned Automobile Liability) for a minimum of $5,000,000 per occurrence, prior to the commencement of the Agreement. The Client shall be added as an Additional Insured to same.

The Architect shall also maintain Professional Liability Insurance as may be required and appropriate for the duration of the Project. The Client requires a minimum of $2,000,000 per claim, $4,000,000 for each project and $8,000,000 aggregate in respect of Professional Liability Insurance.

In addition, the Architect is required to maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with an inclusive limit of not less than $2,000,000 per occurrence.

The Architect is required to provide the Client with a minimum of sixty (60) days written notice of any change and/or cancellation of coverage.

The deductible amount or amounts in any insurance policy required by the Client pursuant to this Agreement shall be subject to the approval of the Client. In the event that the Client does not accept the deductible amount as proposed by the Architect, the Architect shall provide insurance coverage with a deductible amount acceptable to the Client."

9. Delete Section 8.2 and replace with the following Section 8.2:

"The Architect shall indemnify and hold harmless the Client, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Client and against all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Architect's and the Consultants engaged by the Architect's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Architect, its agents, officials and employees. This indemnification shall include any legal costs incurred by the Client on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the Client resulting from the actions of the Architect and the Consultants engaged by the Architect."

10. Add the following Section 8.8

"The Architect will be responsible for the provision of on site services for the duration of the Project. Personal Protective Equipment (PPE) must be used by its employees as required to perform the required work, and be maintained in a safe working condition.

The Architect is responsible for the supply of all safety equipment required by its employees. The Architect shall ensure that the Architect and all Consultants engaged by the Architect, and thereafter during the Construction Phase the contractor and any subcontractors, agents, etc. comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Project. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training and Safe Work Practices. Responsibility for compliance with this requirement by any Consultant engaged by the Architect and thereafter during the Construction Phase, the contractor and any subcontractors, agent, etc. rests with the Architect. The Architect understands and acknowledges that its failure to establish and maintain compliance with the terms of the Client's Contractor Pre-Qualification Program will result in loss of the Project at the sole discretion of the City."

11. Delete Section 8.4.2 and replace with the following Section 8.4.2:

".2 be responsible for any egregious or intentional acts of a contractor, subcontractor, suppliers of any persons performing the Work for the "Construction Phase" of the Project as referred to in Appendix B and C, provided the Architect has acted prudently and diligently in performing its Services as required in Appendix B and C."

12. Delete Section 8.4.3 in its entirety.

13. Delete Section 12.2 in its entirety.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

September 23, 2019
File #2019CDE-PE-02-P

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

The Corporation of the City of Sault Ste. Marie is accepting Proposals from interested parties for the provision of Multidisciplinary Design Services for a new Downtown Civic Plaza.

Your Proposal must contain recommendations to satisfy the requirements described in the "Terms of Reference" section supplied with this request.

During the period for Proposal preparation, any questions concerning the requirements or intent of the statements contained herein should be addressed (***by email only)*** to Stephen Turco, RPP, Senior Planner, telephone 705-759-5279, s.turco@cityssm.on.ca.

If you are in a position to submit a Proposal for this requirement, the completed Form of Proposal and any required attachments and schedules must be returned, in a sealed envelope (package), to the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario, prior to the closing date. You are encouraged to make a full copy of the document for your file.

Proposals are due and will be accepted no later than 4:00 o'clock p.m., local time (Eastern), Thursday, October 17, 2019.

We look forward to receiving your response.

Yours sincerely

Tim Gowans
Manager of Purchasing

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

Sealed Proposals plainly marked as to contents, will be received by the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario until:

4:00 O'CLOCK P.M., LOCAL TIME (EASTERN), THURSDAY, OCTOBER 17, 2019

for:

MULTIDISCIPLINARY DESIGN SERVICES - DOWNTOWN CIVIC PLAZA

Request for Proposal Documents may be obtained from the office of the Manager of Purchasing, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

The lowest priced or any Proposal will not necessarily be accepted.

Tim Gowans
Manager of Purchasing

I N D E X

1) INFORMATION TO PROPONENTS

2) FORM OF PROPOSAL

3) TERMS OF REFERENCE

SECTION 1

INFORMATION TO PROPONENTS

INFORMATION TO PROPONENTS

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

1.0 *Delivery and Opening of Proposals*

All proposals must be sealed in an envelope or package properly marked as to contents **("Proposal for Multidisciplinary Design Services – Downtown Civic Plaza – File # 2019CDE-PE-02-P") and delivered to:**
The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6

By the following date and time:
Date: Thursday, October 17, 2019
Time: **4:00 p.m., local (Eastern) time**

Late Proposals will not be accepted and may be returned unopened at the Proponent's expense.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

2.0 *Errors, Omissions, Clarifications*

All requests for technical information or to clarify the Terms of Reference shall be addressed *(by email only)* to Stephen Turco, RPP, Senior Planner, telephone 705-759-5279, s.turco@cityssm.on.ca.

All questions and requests for clarification relating to the Request for Proposal process and/or identification of any errors or omissions in the Request for Proposal documents shall be directed to Mr. Tim Gowans, Manager of Purchasing, at (705) 759-5298, or by email to t.gowans@cityssm.on.ca. The Manager of Purchasing may, at his sole discretion, issue a written addendum. Neither the named City Contact nor the Manager of Purchasing will make oral interpretations or clarifications, as to the meaning of the Proposal documents.

3.0 ***Informal Proposals***

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

4.0 ***Ability and Experience of Proponents***

No Proposal will be considered from any Proponent unless known to have a background of experience in a related enterprise of a character similar to that covered by this document.

Important: A minimum of one Licensed Professional with a significant role on the proposed Project Team is required to have successful recent experience performing a similar role on a Major Public Realm Project (within the last five (5) years preferred). This experience shall be addressed within the Proposal as submitted, within CV's, narrative or as appropriate.

5.0 ***Conditions & Requirements of Work***

Proponents are required to submit their Proposals upon the express conditions that they shall satisfy themselves by personal examination of the location of the proposed works; and such other manners as desired.

6.0 ***Execution of Contract***

The Proponent to whom the Contract is awarded will be required to agree upon a Contract within 30 calendar days from the date of the notice from the City to the Proponent after the conclusion of any negotiations.

7.0 ***Proposal Left Open***

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

8.0 ***Right to Accept or Reject Proposals***

The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interests of the City to do so and if only one Proposal is received, the City reserves the right to reject it.

Notwithstanding the foregoing, in the event that a preferred Proposal does not exactly and entirely meet the City's requirements, the City reserves the right to enter into negotiations with the selected Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

9.0 ***Schedule***

A- Release of RFP	September 23, 2019
B- Deadline for Questions	October 4, 2019 Noon
C- Submission of Proposal	October 17, 2019
D- Proposal Evaluation	Oct./Nov., 2019
E- Recommendation of Award	November, 2019
F- Award of Contract	November, 2019
G- Tendering Construction	April, 2020
H- Start of Construction	May, 2020
I- Overall Completion of Project	November, 2020

The City reserves the right to alter the scheduling of items "B" to "I".

10.0 ***Proposal Copies***

Seven (7) complete sets of the Proposal documents are to be submitted – six "hard copies" - one (1) marked as ***"Original"*** and five (5) sets marked as ***"Copy",*** *plus one (1) electronic copy in PDF or similar format on USB Key or other digital media*. The ***"Form of Proposal"*** included with the Proposal documents marked ***"Original"*** must bear ***original signatures in ink*** to qualify.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the Proposal may be communicated. Telephone and Email contact details must be included.

11.0 ***Indemnity***

The successful Proponent shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the successful Proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the successful Proponent.

12.0 ***Insurance Policy and Certificate***

The successful Proponent shall maintain such insurance as will protect the Proponent and the City from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from their operations under this contract.

The successful Proponent shall provide a Certificate of Insurance certifying General Liability Insurance (including Blanket Contractual Liability, Premises and Operations Liability, Personal Injury Liability, and Non-Owned Automobile Liability) for a minimum of $5,000,000 per occurrence, prior to the commencement of the contract.

The successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the duration of the Project.

In addition, the successful Proponent is required to maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with an inclusive limit of not less than $2,000,000 per occurrence.

The successful Proponent is required to provide the City with a minimum of sixty (60) day written notice of any change and/or cancellation of coverage.

The deductible amount or amounts in any insurance policy required by the City pursuant to this contract shall be subject to the approval of the City. In the event that the City does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance coverage with a deductible amount acceptable to the City.

13.0 ***Contractor Pre-Qualification***

The successful Proponent will be responsible for the provision of onsite services for the duration of the Project. Personal Protective Equipment (PPE) must be used by its employees as required to perform the required work, and be maintained in a safe working condition. The successful Proponent is responsible for the supply of all safety equipment required by its employees.

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

Important: Failure to establish and maintain compliance with the terms of the City's Contractor Pre-Qualification Program will result in loss of the Contract.

14.0 ***Assignment***

The successful Proponent shall keep the work under their personal control, and shall not assign, transfer or sublet any portion without first obtaining the written consent of the Deputy CAO – Community Development & Enterprise Services (DCAO-CDES). The consent of the DCAO-CDES of any such assignment, transfer or subletting, shall not, however, relieve the successful Proponent of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract, and the successful Proponent shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Proponent were performing the work with their own plant and employees.

15.0 ***Incurred Costs***

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

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

16.0 ***Alterations to Documents***

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

17.0 ***Confidentiality & Post-Award Comment***

No Proponent shall have the right to review or receive any information with respect to a Proposal, documentation, or information submitted by any other Proponent. The content of the Proposal, and all documentation, and information shall be held in confidence by the City, subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*. Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address **only**. In submitting a Proposal, Proponents acknowledge and agree to this provision.

18.0 ***Municipal Freedom Of Information & Protection Of Privacy Act***

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to the exemptions contained in the *Act*.

SECTION 2

FORM OF PROPOSAL

FORM OF PROPOSAL

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the Information to Proponents, attached to and forming a part of this proposal, hereby propose and agree to provide Multidisciplinary Design Services for the creation of a Downtown Civic Plaza for the City of Sault Ste. Marie, ON as outlined in this Request for Proposal.

I I/We understand that the Proposal submitted shall include seven (7) complete sets of Proposal documents labeled as outlined in Section 1 – Information to Proponents.

I /We have attached the required Payment Schedule (HST extra), specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any proposal submitted without the required attachments and documentation may not be considered.

All work will be completed within the specified timetable as outlined in the response to the Request for Proposal. The timetable will start upon receipt of notification of acceptance of this proposal and your official purchase order with a starting date agreed to by both parties.

It is hereby understood and agreed that upon acceptance and execution of this proposal by the Corporation of the City of Sault Ste. Marie, this form of proposal together with the terms and conditions hereto attached, shall constitute a valid binding contract between the parties hereto.

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or ninety (90) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is understood and agreed that the City reserves the right to reject a Proposal from any Proponent against whom it has an unresolved claim for damages of any kind whether the claim is in litigation or not. It is further understood and agreed the City may reject a Proposal from any Proponent with whom it is engaged in litigation before the Courts; regardless of how the matter arose in the first instance.

It is further understood and agreed that the lowest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This ***"Form of Proposal"*** must be completed, signed in ink with original signatures and seals, and returned as part of the Proposal submission to qualify.

_____ (seal)
NAME OF FIRM

_____
ADDRESS

_____ _____
CITY POSTAL CODE

_____ _____
SIGNING OFFICER SIGNATURE WITNESS' SIGNATURE (must be present if Corporate Seal is not affixed to Form of Proposal)

_____ _____
SIGNING OFFICER'S NAME (please print) TELEPHONE NUMBER

_____ _____
CONTACT EMAIL ADDRESS DATE

SECTION 3

TERMS OF REFERENCE

TERMS OF REFERENCE

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

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1. ***Introduction***

The Corporation of the City of Sault Ste. Marie is accepting Proposals from qualified multidisciplinary design firm or team for the provision of full Landscape, Urban Design, Engineering and Architectural Services for creation of a Downtown Civic Plaza.

2. ***Background and Project History***

The health of a city's downtown is vital to its overall social and economic resiliency – it is one the most important factors that businesses, labour force, students and youth use to assess the health of a community. The downtown plaza project is an important initiative that is anticipated to incentivize new development and help to drive increased tax assessment and property valuations. The project will also provide space for community events/activity in the downtown year round (four-season venue) which will not require the closure of Queen Street for regular events.

Increasing the number of events and activities is a critical component to revitalizing the downtown and for supporting tourism. A downtown plaza will also contribute to community pride and morale and provide an attractive downtown space for all ages. It will be a location that residents can gather for numerous activities, socialize and have fun - the recent success of BIA downtown events, SSM Raptors Jurassic Park and Poutine Feast demonstrate the demand for this type of activity in the community.

3. ***Site Inspection***

A Site Inspection accompanied by Mr. Stephen Turco; or his designate; telephone 705-759-5279 is recommended prior to submitting a Proposal in response to this RFP.

4. ***Project Scope and Requirements***

The City intends to pursue the Downtown Civic Plaza design by selecting a Proponent through the RFP process to act as the prime consultant, and to assemble the required landscape, urban design, engineering and architectural team; and coordinate all phases of design; contract documents and tendering (includes preparation, printing, and distribution of tender documents & any addenda; review of tenders submitted & preparation of any required reports), contract administration, and post construction review.

The scope of the project is to elaborate and expand on the downtown visioning exercise (link is attached see Terms of Reference para 12. Documents), developing detail concept and construction drawings for a new Civic Plaza in Downtown Sault Ste. Marie. The proposed plaza will be located in the central Downtown area, repurposing an existing civic parking lot, and transforming this area into a multi-purpose, multi-season public space.



Although the final details of the plaza will be developed through a detailed design process, cost estimation and budgeting analysis, and informed by a comprehensive public engagement strategy, it is envisioned that the plaza should address the following design considerations:

- Function as the "heart" of the City's downtown;

- Facilitate activities and programming (both passive, and organized) all 12 months of the year, and at least 15 days of each month – not just weekends;

- Incorporate music and visually stunning lighting (for safety and ambiance);
- Provide for safe and accessible public restroom facilities;
- Ensure ample space vendors or market activities;
- Implement impactful and beautiful landscaping, through both hard and soft landscaping approaches;
- Create a place that is welcoming, accessible, comfortable and safe;
- Include the provision of a water feature, with the possibility of skating facility;
- Incorporate a permanent stage (possibly with a screen), and amphitheater space, to accommodate both large (approximately 1,000-2,500 spectators) as well as smaller, more intimate performances (i.e. buskers, plays, movie nights, etc.);
- Create intimate spaces that allow for longer periods of leisure or relaxation.

5. Scope of Work

The following forms the anticipated scope of work:

The facility design must meet AODA standards and applicable Building Codes.

Stage 1: Pre-Design:

a. Allowance for a Schedule A+ Class EA (if required);
b. Separate allowance for further Class EA work, where a Part II Order request has been submitted;
c. Allowance for potential geotechnical investigation*;*
d. Allowance for an archeological assessment;
e. Preparation of topographic survey of the full extent of proposed plaza;
f. Determine additional property acquisition needs adjacent to the civic plaza, and associated recommendations, including preparation of land acquisition plans.

Stage 2: Public Engagement, Concept Refinement and Cost Estimation:

a. Preparation of up to 3 preliminary concept plans to be used for public engagement sessions and cost estimation purposes;

b. Attend up to 5 working meetings with City staff and up to two public open house sessions with community residents and stakeholders (not all meetings may be required, or, meetings may be done via video/teleconference);
c. Prepare presentation materials for *two* public open houses;
d. Develop final approved concept plan for implementation;
e. Develop cost estimate for final approved concept plan, to be used for budget deliberations.

Stage 3: Final Detail Design, Tender Preparation, Construction Management:

Design:

a. Attend a start-up meeting with City staff, with draft development plan(s) showing hard and soft landscape elements, and architectural plans, complete with sections or elevations where necessary, as well as preliminary grading and servicing plans.
b. Prepare a pre-tender design brief, including pre-tender cost estimate, which staff *and the consultant* will present to Council in order to seek their direction to proceed to tender.
c. Design work comprising of:
    i. Design, selection, layout and specification of works such as paving materials, walls and other landscape structures.
    ii. Design, selection, layout and specification of all plant materials, including root protection, soils, soil additives and subsequent establishment.
    iii. Selection, layout and specification of landscape furniture, including benches, trash receptacles, bike stands, and signage.
    iv. Design, selection, layout and specification of the water fountain systems, and/or ice-pad system.
    v. Selection, layout and specification of lighting.
    vi. Design, selection, layout and specification of all required site servicing, including electrical, water, irrigation, and refrigeration systems.
    vii. Selection, layout and specification of drainage fittings for hard paved and planted landscape areas.
    viii. Architectural design and specifications of any buildings/structures associated with the civic plaza.
d. Submit design package for review by City Staff.

Tender:

a. Provide sealed and signed design hardscape and softscape drawing packages and ensure the coordination of all sub-consultant drawings and have them sealed and signed in time for a construction tender.
b. Provide front-end written scopes of work, tender cost line item schedules, and complete specification packages in preparation for construction tenders.
c. Provide answers to bidder questions and any clarification drawings as required during the tender bid windows.

d. Provide a letter to staff with recommendations for awarding construction tender.

Construction:

e. Administer construction contract including reviewing construction submissions, completing site reviews, administering construction meetings, and certifying progress payment.
f. Attend and lead weekly site meetings, prepare and distribute meeting minutes, provide any site instruction clarification drawings and documents, and coordinate all Contemplated Change Order / Change Order paperwork and drawings between the Contractor and other consultants, or between the Contractor and the City.
g. Complete field inspections and provide a weekly record of construction photos with submission of minutes.
h. Attend and document deficiencies at the Substantial Completion Review and coordinate and track the progress of those repairs with the contractor.
i. Submit Construction Completion Certificate.
j. Provide digital as-builts of the project once completed.
k. Administer warranty period.
l. Provide Operations and Maintenance manuals, as may be required.
m. Designated substances review and update, as may be applicable, and preparation of the designated substance list associated with the project for use with Notice of Project, in accordance with Section 30 of the OHSA, and all applicable Acts, and Regulations. The existing report will be available for background information. The Consultant will be required to review existing materials, and complete any testing and updates that may be required, applicable to the current scope of work.

Permit fees, and application fees will be paid for directly by the City.

The facility design must meet AODA standards and applicable Building Codes.

6. Legislation

The Consultant will ensure that all requirements related to the review under federal and provincial legislation are met in full, including but not limited to:

- Environmental Assessments;
- Environmental Compliance Approvals;
- Ontario Health and Safety Act;
- Ontario Water Resources Act;
- O. Reg. 176/06: Sault Ste. Marie Region Conservation Authority: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, and;

- O. Reg. 63/16: Registrations Under Part II.2 of the Act – Water Taking.

Any approvals, or documentation required by federal or provincial authorities related to the assessment shall form part of the scope of work.

7. Operations

Ongoing contact and coordination with the operations staff will be required for completion of any on-site work.

8. Consultant Responsibilities and Team

The team shall be led by a designated Landscape Architect (OALA) with expertise in design, contract administration, and construction management, with particular experience in large-scale public realm projects. The sub-consultant team should also include an architect, urban designer, civil engineer, certified arborist, and team members certified to work with irrigation and/or refrigeration systems, and the Ontario Building Code.

This experience shall be addressed within the Proposal as submitted, within CV's, narrative or as appropriate. Proposals which do not demonstrate this level of experience will not be considered.

Proponents must list in the proposal which professional team members will be involved in the project and the scope and duration of their involvement, and detail the phasing of the project. The Consulting Team is responsible for anticipating all disbursement costs through all phases of the project and submitting a firm proposal fee on that basis. Payments beyond the Consulting Team's submission will only be considered if there have been extraordinary delays or significant additions to the scope of work, and agreed to in writing by the City ahead of performing the work.

The City has a preference for the inclusion of local presence in proponent teams bidding on this project, either in a project lead capacity or otherwise as a significant part of the team. Successful past experience in the design of Major Public Realm Projects is required – see para. 4.0 in the Information to Proponents section of the RFP. **The City intends to be involved in the design of the plaza and will require the successful Proponent to work with the City during all stages of the project.**

The City retains the right to terminate the process at the end of design development phase, or at any time, and for any reason. In the case of early termination of the Project, only the fees and disbursements associated with services and work actually performed by the successful Proponent shall be owing and paid.

The Project should be divided into phases. Proponents should attach a Schedule to their Proposal detailing the components, the services to be performed, and fees for each phase of the Project.

The successful Proponent will perform all necessary design-related due diligence to ensure that the resulting design concepts are achievable and provide verification that the design elements can be accommodated within the established budget.

The Project Team must possess all licenses and certifications to perform the scope of work required in the Province of Ontario. Copies of which may be requested during the Proposal evaluation period.

The City may also examine the Proponent for responsibility. Responsibility shall include such measures as financial stability, references, and other information related to responsibility. Proponents should be prepared to satisfy the City, upon request, that they possess the financial ability to support the start-up and ongoing costs associated with management of the project.

9. Responsibilities of the City

The consultant will report to the Director of Planning and Enterprise Services (or his designate), who will serve as the Project Coordinator to act on the City's behalf. The Director of Planning and Enterprise Services (or his designate) will coordinate invitations for the Public Consultation meetings, stakeholder meetings, and meetings with other City departments and agencies.

10. Budget

A preliminary Budget (HST extra) of $6,500,000 has been allocated to the Downtown Civic Plaza project. The budget includes construction costs as well as landscape, architectural and engineering services fees including costs associated with any peer review conducted; and includes non-rebatable HST.

Important: Tendering, and Construction may be dependent upon the City of Sault Ste. Marie obtaining Provincial/Federal Government funding for this project. Council may elect to move forward with the Project prior to securing any potential government funding.

11. *Testing, and Certifications*

The successful Proponent will be responsible to certify all structural plans and details for conformity to the requirements of the Ontario Building Code.

The successful Proponent will verify that soil conditions are adequate both in terms of bearing capacity and elevation of water table to support any proposed landscape or architectural features and structures.

12. ***Documents***

Documents referenced in this RFP may be viewed by clicking this link:

http://saultstemarie.ca/DowntownPlazaRFP

13. ***Fees***

Price, pricing formula, fee schedule and related conditions of contract, according to requirements of this Request for Proposal should:

1) Be expressed both as a percentage and dollar amount of the established Budget;
2) Be apportioned by phase in the customary fashion for projects of this type. (Detailed realistic estimates including total costs must be provided);
3) Include all costs for Professional Fees and approximate time dedications for members of the Design & Engineering team as required for this Project;
4) Be in Canadian Dollars; and
5) Show all taxes (HST, etc.) separately.

A Schedule of Hourly Rates and/or Per Diems for principal team members and support staff should be included with the Pricing provided.

Disbursements will be charged at cost without additions for administrative fees, etc.

Proponents are encouraged to give consideration to alternative and innovative adjustments to the basis for remuneration.

14. ***Agreement***

The City of Sault Ste. Marie intends to enter into a formal agreement with the successful Proponent, to be prepared by the Proponent and agreed to by the City.

15. ***Proposal Content***

Seven (7) complete sets of the Proposal documents are to be submitted – six (6) "hard copies" - one (1) marked as "Original" and five (5)) sets marked as "Copy", plus one (1) electronic copy in PDF or similar format on USB Key or other digital media.

To aid the City in evaluation of the Proposals submitted, the following components are to be included in each set of Proposal documents. The order is to be maintained in the Proposal Submission. Pages are to be numbered and each document securely bound (method at discretion of Proponent):

Title Page - Showing RFP name and file number, closing date and time, Proponent's name, address, telephone number, facsimile number and Contact Person.

Table of Contents - Include page numbers.

Letter of Introduction - One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of the Proponent, and bind the Proponent to statements made in response to this RFP.

Form of Proposal - As included in Section 2 of the Request for Proposal – alterations not permitted. Signed and witnessed as required – original signatures must be present on the Proposal Document set marked **"Original".**

Proponent's Response –

- **Summary** – Short summary of the key features of the Proposal. Understanding of the terms and requirements of the RFP should be demonstrated.

- **Company/Consortium Background** –

  For the lead Design Firm:
  - Name & Address;
  - Details & Experience of Key Team members;
  - Qualifications & Certifications;
  - Recent (past 5 years preferred) experience/history in designing similar projects within an established maximum budget;
  - Details regarding Support Personnel on staff to assist with the Project.

The Principal (Landscape Architect, OALA) entering into the contract with the City of Sault Ste. Marie must be duly licensed to practice in the Province of Ontario. Proponents should indicate the depth of capacity of the team members to provide the design and other services required to complete the design and construction of the civic plaza expansion. Evidence of capabilities to perform effective Project Management regarding Scheduling; Cost Control and Supervision should be attached.

For the Engineering Firm & Other Key Team Members**:**

- Names & Addresses of Firms;
- Details & Experience of Key Team members;
- Qualifications & Certifications;
- Recent (past 5 years preferred) experience/history in similar projects;
- Details regarding Support Personnel on staff to assist with the Project.

Engineering firms must be licensed to practice in the Province of Ontario. Proponents should indicate the depth of capacity of the team members to provide full engineering services and other services required to complete the design and construction of the civic plaza expansion.

- **Fees (HST extra)** – Include comprehensive fee schedule in accordance with para. 8. above.

- **Workplan/Schedule** – Proponents are required to provide a detailed work plan/schedule indicating that they are prepared to meet the timelines established by the City.

- **Technical Response Time** – Proponents shall indicate the approximate travel time to the City of Sault Ste. Marie as it relates to technical response time – Proponents may be request to provide estimates of service response time for specific tasks if requested.

- **References** – Proponents are required to provide a minimum of three (3) references for successful completion of similar projects. Complete contact details including email addressed should be included.

Proponents should also include any other information or documentation that they deem to be of assistance to the City during the Evaluation Process.

9. ***Evaluation***

The City of Sault Ste. Marie will evaluate all Proposals received on the basis of defined evaluation criteria. These criteria will not be made available to prospective Proponents. The evaluation criteria will reflect the submission requirements above and include:

- The degree to which all objectives of the City of Sault Ste. Marie are met;
- Quality and clarity of the submission;
- Demonstrated experience and qualifications;
- Fees and ability to work within the established budget;
- Ability to meet required timelines.

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The evaluation process will not be limited to these areas. Other criteria not specifically listed above will also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

As noted, the City of Sault Ste. Marie reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the Proposal call and negotiate with one or more Proponents, or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the Proposal with the lowest proposed fees or any other Proposal.

Proponents are reminded that there is no recourse to the City of Sault Ste. Marie for its decision and the City of Sault Ste. Marie will not provide any compensation to Proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview requested as part of the evaluation process for Proposals received.

The City of Sault Ste. Marie will endeavour to complete the evaluation process in the shortest time possible. **The City of Sault Ste. Marie reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist in the evaluation process.**

The Corporation of the
City of Sault Ste. Marie

Corporate Services
Finance Department
Purchasing Division

Tim Gowans
Manager of Purchasing

Request for Proposal

Multidisciplinary Design Services – Downtown Civic Plaza
(File # 2019CDE-PE-02-P)

Addendum 1

October 4, 2019

Questions posed by Proponents – some have been combined. The City's Responses (in red) follow:

"Referring to the RFP; could a registered OAA Architect be the "The Principal" rather than a Landscape Architect?"

"Alternative team configurations will be considered. The team proposed must display the required depth of capacity to perform all the required functions and services. Applicable indemnity, insurance and liability provisions will remain."

"As stipulated in the RFP, please indicate / clarify the limits of Indemnification."

"The amount of indemnity is not limited; and the Proponent's obligation is to indemnify the City in accordance with established law."

"OAA Guidelines suggest that the owner engage the geotechnical consultant and land surveyor directly. In addition, is the Archeological consultant included in the members of the team"

"The City requires that the lead member of the Proponent Team shall assemble a team with the skills and expertise to provide all of the required professional services. This does not appear to be precluded. OAA 600-2013 Standard Form of Contract GC4.3; or other Contract as applicable; shall be modified accordingly in compliance with its terms. All costs for professional services shall be listed in the fee schedule included with the Proposal. The Archeological Consultant should be included in the team with costs and fees included in the fee schedule as well."

Proponents are requested to govern themselves accordingly.

Yours sincerely,

Tim Gowans
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

Corporate Services
Finance Department
Purchasing Division

Tim Gowans
Manager of Purchasing

Request for Proposal

Multidisciplinary Design Services – Downtown Civic Plaza
(File # 2019CDE-PE-02-P)

Addendum 2

October 8, 2019

Questions posed by Proponents – some have been combined. The City's Responses (in red) follow:

"Will the City consider an extension to the closing date and time for submission of Proposals?"
"No extension is contemplated at this time."

"Please confirm if Proposals will be accepted in the absence of the Site Visit."

"Refer to para 3. in the Terms of Reference Section. A site visit is not mandatory. Proposals submitted in the absence of a site visit will not be precluded on that basis."

"Can you provide the rationale behind the timeline as outlined in the RFP."

"The anticipated timeline has been established based on the City's needs and requirements."

"Is there a page limit for the Proposal?"

"Proposals may be of sufficient length to convey a complete response. Generally, twenty pages provides sufficient length for the main portion of the Proposal. CV's of the proposed team should be brief. Additional appendices may be provided for review at the end of the Proposal. The City will seek additional clarifications as required."

"With respect to the existing building and proposed site, are the pre-existing geotechnical and designated substance reports that can be shared with the proponents so that they may be able to evaluate the related risks? Also, is there an existing legal and topographic survey of the proposed site which the proponents can rely on for basic site information?"

"There are no pre-existing geotechnical and designated substance reports, and there is no existing legal and topographic survey of the proposed site. Parcel fabric mapping can be obtained from the City."

"Can the city clarify why an EA may be required for the project?"

"EA work is not required so an allowance is not necessary. The project involves the partial closure of a municipal road (the northerly portion of Bingham Street). The retirement of an existing road and road related facilities is considered a Municipal Class EA Schedule A+ undertaking. The successful team will ensure that the notice requirements of a MCEA Schedule A+ will be met as part of overall public engagement process."

"Can the city provide a scope for the geotechnical work"

"Provide for an investigation suitable to make detailed geotechnical and foundation design recommendations as well as identify any environmental contamination of the sub-soils within the project limits. "

"Can proponents supply an allowance for a phase 1 and 2 archeological assessment only? It is difficult to know if a phase 3 or 4 is necessary and if so, how to quantify the scope without having the phase 1 and 2 done first."

"An allowance for a Stage 1 and 2 Archeological Assessment is appropriate. Should further archeological assessment be required, as a result of the Stage 1/2 assessments, then additional funding and work plan will be determined at that time."

"Can the City clarify the scope of work related to the preparation of a land acquisition plan?"

"As a result of proposed improvements, the acquisition of private property may be required to facilitate those improvements. The land acquisition plan will identify those lands that will need to be purchased to facilitate the Civic Plaza project."

"Can the City provide a standard form for the fee schedule outlining the specific stages for which pricing is being requested or provide a list of the specific stages? For example, we note that tendering and construction will be subject to funding. Is pricing for the tendering and construction stages required for this submission?"

"Proponents should develop the necessary schedule to address all required fees in their Proposal. There is no standard schedule. Proponents are required to address all phases of the proposed Project in their fee schedule."

"What information is available with respect to existing servicing infrastructure (water, sanitary sewer, storm sewer, hydro, gas, communications etc.) within and adjacent to the proposed site?"

"The City will provide any available servicing or easement plans. The identification of other services, not readily known, will be the responsibility of the consultant team."

"Has an SUE investigation already be done for the site?"

"responsibility of the consultant team, as part of the design process."

"Can the city provide more information on the architectural components proposed for the site? For example, is there a program for the restroom facility? Will the city require on-site storage for the water/ice surface feature and maintenance? etc."

The architectural components were identified in the RFP, para. 4. in the Terms of Reference.

"Please specify the amount of Professional Liability Insurance required."

"minimum of $2,000,000 per claim; $4,000,000 each project; $8,000,000 aggregate"

"Please clarify the requirement for notice of change or cancellation of specify the amount of Professional Liability Insurance required."

"Proponents shall request their insurer to provide such notice as available."

"Please confirm the indemnity requirements outlined in the RFP."

"The City's Legal Department has provided the requirements and language based on the recommendation of the City's Insurers."

"Please advise whether the schedule provided in the RFP may be modified."

"At its sole discretion, the City may consider an extension to the timelines outlined in the RFP."

"The RFP identifies the need for a topographic survey for the property. Will the City be procuring this work separately, or will the successful proponent be required to coordinate this work?"

"The successful proponent will be required to coordinate this work."

"The RFP indicates attending and leading weekly site meetings during the construction management stage. What is the City's expectation for presence on site beyond the weekly meetings?"

"During construction management stage, it is expected that there be a daily presence on the job site, however, it is not expected that a "full-time" inspector needs to be on the site at all times. It would be the responsibility of the lead consultant to ensure appropriate staff is in attendance on-site at critical points during the construction."

"Would the City consider another discipline leading the CA work (e.g. civil engineer)?"

"The City would consider another discipline leading the construction management work. It will the responsibility of the lead consultant to assign other team members the appropriate tasks associated with construction management duties."

"With respect to the existing building and proposed site, are the pre-existing geotechnical and designated substance reports that can be shared with the proponents?"

"This would form part of the work required by the successful design team."

"Is there an existing legal and topographic survey of the proposed site?"

"No. The development of a topographic survey would the responsibility of the successful design team."

Proponents are requested to govern themselves accordingly.

Yours sincerely,



Tim Gowans
Manager of Purchasing

SUBMITTED BY:
Brook McIlroy Inc.

161 Spadina Ave.
2nd Floor,
Toronto, ON
t: 416.504.5997
f: 416.616.4075
Colin Berman

Thursday, October 17th, 2019.
4:00 EST

Multidisciplinary design services for the

Downtown Civic Plaza at The City of Sault Ste. Marie



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APPENDIX
A1 Team Resumes
A2 Sub-Consultant Project Samples



BrookMcIlroy/

Tim Gowans
Manager of Purchasing
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

October 17th, 2019

RE: Multidisciplinary design services for the downtown civic plaza at the city of Sault Ste. Marie

I'd like to introduce myself first. My name is Colin Berman and I am a Senior Landscape Architect with Brook McIlroy and the proposed Project Manager for this project. I am from the Soo and I retain strong family and friend ties in the City. I work with Cities across Canada but this project – in my hometown – excites me more than any project has in recent memory. I genuinely care about the City that made me who I am today and I'm keen to work with you – City Staff – on this city-altering public realm project.

My firm, Brook McIlroy is pleased to submit our proposal for multidisciplinary design services for a Downtown Public Plaza in Sault Ste. Marie. Our in-house team is composed of highly skilled landscape architects, architects and urban designers.

In the past five years Brook McIlroy has received more than a dozen landscape architectural and urban design awards at the national and international level for our work. Brook McIlroy recently won an International competition to design a ten-million-dollar signature park on Toronto's waterfront (Rees Ridge – see project experience), reflecting our growing reputation as landscape architects. We were also thrilled to receive the National Honour Award from the Canadian Society of Landscape Architects for our public realm work in the City of Thunder Bay.

Brook McIlroy also has a significant portfolio of Northern Ontario work as we have offices in Thunder Bay and Winnipeg.

In response to the terms of reference, we have teamed with local engineers Tulloch Engineering and MGP Architects-Engineers, who bring local expertise to our team. We have also teamed with Lord Cultural Resources, Cimco, Mulvey & Banani, WSP, Creative Irrigation Solutions, and AW Hooker.

This proposal outlines our understanding of the project, experience, proposed fee, schedule, and describes our approach to completing this important public realm project in Downtown Sault Ste. Marie.

Please feel free to contact me directly should you have any questions regarding any aspect of this proposal. I can be reached at 416-504-5997 x232 or at cberman@brookmcilroy.com. We look forward to having the opportunity to work with your team.

Yours sincerely,



Colin Berman, Senior Associate
OALA, CSLA

SECTION 2

FORM OF PROPOSAL

FORM OF PROPOSAL

MULTIDISCIPLINARY DESIGN SERVICES

DOWNTOWN CIVIC PLAZA

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the Information to Proponents, attached to and forming a part of this proposal, hereby propose and agree to provide Multidisciplinary Design Services for the creation of a Downtown Civic Plaza for the City of Sault Ste. Marie, ON as outlined in this Request for Proposal.

I I/We understand that the Proposal submitted shall include seven (7) complete sets of Proposal documents labeled as outlined in Section 1 – Information to Proponents.

I /We have attached the required Payment Schedule (HST extra), specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any proposal submitted without the required attachments and documentation may not be considered.

All work will be completed within the specified timetable as outlined in the response to the Request for Proposal. The timetable will start upon receipt of notification of acceptance of this proposal and your official purchase order with a starting date agreed to by both parties.

It is hereby understood and agreed that upon acceptance and execution of this proposal by the Corporation of the City of Sault Ste. Marie, this form of proposal together with the terms and conditions hereto attached, shall constitute a valid binding contract between the parties hereto.

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or ninety (90) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is understood and agreed that the City reserves the right to reject a Proposal from any Proponent against whom it has an unresolved claim for damages of any kind whether the claim is in litigation or not. It is further understood and agreed the City may reject a Proposal from any Proponent with whom it is engaged in litigation before the Courts; regardless of how the matter arose in the first instance.

It is further understood and agreed that the lowest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This ***"Form of Proposal"*** must be completed, signed in ink with original signatures and seals, and returned as part of the Proposal submission to qualify.

BROOK MCILROY
NAME OF FIRM

(seal)

161 SPADINA AVE 2nd FLOOR
ADDRESS

TORONTO
CITY

M5V 2L6
POSTAL CODE

SIGNING OFFICER SIGNATURE

WITNESS' SIGNATURE (must be present if Corporate Seal is not affixed to Form of Proposal)

ANNE MCILROY
SIGNING OFFICER'S NAME (please print)

416-504-5997 EX. 226
TELEPHONE NUMBER

AMCILROY@BROOKMCILROY.COM
CONTACT EMAIL ADDRESS

WEDNESDAY, OCTOBER 9th, 2019
DATE



A visionary design for the Civic Plaza in Downtown Sault Ste. Marie will...

1. Elevate the Plaza as the signature public space for downtown
2. Create a four-season destination full of exciting activities that encourage repeat visits
3. Undertake a holistic placemaking approach – considering design, use, activities and programming – that will ensure success for this important public place



4 Advance concepts that reflect the fresh and exciting energy building in downtown Sault Ste. Marie

5 Incentivize new development in downtown by drawing visitors to the area for over 250 days of the year



Above: This municipal parking lot in the heart of downtown will be transformed into an all-season destination full of fun and engaging activities and events that will draw visitors throughout the year.

1.0 SUMMARY

overview

The detailed design and implementation of a Public Plaza in downtown Sault Ste. Marie presents a unique opportunity to create a vital community hub. The intention for the place is be nothing less than an extraordinary, four-season public plaza that is at once a place of celebration and a place for the everyday. The plaza is the be full of activities that draw users throughout the year and across all ages and ability levels.

The Plaza design process will build on the growing awareness in the community of the importance of activity-based destinations in the downtown, which began with the City of Sault Ste. Marie's 2016 Downtown Strategy (which established key objectives to animate and rejuvenate the downtown). The new Downtown Civic Plaza will be a critical piece in helping to realize this strategy, in addition to the 2017 Downtown Community Improvement Plan and the City's on-going revitalization efforts.

We see the plaza design process as an opportunity for community engagement and a collective exploration of cultural stories and experiences contained within the fabric of the City. This is a chance to create a place like no other - a truly iconic space that belongs to and is loved by the community.

We see the following topics as key to the success of this project:

THE 'HEART' OF DOWNTOWN

The Public Plaza will become the new 'heart' of downtown. The place that Saulties automatically think of when there is a need to gather for celebration, protest, events and more. As such, it should foster a sense of community pride by reflecting the culture and values of the City. Early discussion with the public, stakeholders and City Staff will explore what civic prides means to Saulties so these ideas can be reflected upon during the design process.

A FOUR-SEASON DESTINATION

To be successful, the plaza must offer activities and events in all four seasons that draw children, teens, students, families and seniors. Events and activities should occur at all times of year to draw repeat visits.

ELEMENTS OF THE PLAZA

The Civic Plaza consists of a series of interrelated elements that create activity and interest:

Spashpad / Skating Rink

A combination splashpad skating rink is the central activator of the square, drawing locals and visitors for over 200 days of the year. Recreational skating rinks and splash pads in downtown plazas are being installed in cities across Canada for good reason – they offer a fun-filled experience to enjoy the warm summer sun or a relaxing wintery skate.

Flexible Market Space

A large open space will provide the flexibility to host a variety of regularly occurring and one-off events including the farmer's market, art vendors, buskers, and other activities. The flexible space will be designed to support these uses with the provision of power and other support elements to facilitate use. When not in use for an event, the flexible space should be populated with moveable tables and chairs, planters and umbrellas for shade, to activate the space.

Stage & Large Screen

A stage and large screen will act as the central gathering node for events and performances. The stage will likely face the flexible market space and/or splashpad and will anchor the centre of the plaza. The stage should be designed as an iconic architectural object, so when not in use for an event, it stands on its own in the plaza. The large screen should also be repurposed during non-event times to add to the ambiance and personality of the square. Visual artists could be commissioned to produce work to be shown on the screen, for example.

Lighting

A multi-layered lighting strategy will play an important role in our approach to the Civic Plaza. We envision three layers of lighting for the site. The first layer is safety and wayfinding lighting. The second layer is to highlight key focal elements including the rink/splashpad, public art, the stage, trees, etc. The third layer of lighting is a signature lighting element that dynamically responds to environmental stimulus. This interactive lighting feature – distributed across the site – will give a whimsical, playful personality to the evening landscape. This third layer will be what visitors remember about lighting at the plaza.

A Bold Paving Pattern

A bold and coordinated paving pattern across the plaza will knit the entre space together. Originating along the Queen Street frontage and continuing south in the large open part of the site, the paving pattern will act as a unifying element across the site. Additionally, subtle changes in pattern or texture can aid in wayfinding by denoting areas with different uses (play, splashpad, parking, circulation, etc.)

Public Art

Successful collaborations with artists will lead to public art that is seamlessly integrated into the design. By fundamentally integrating public art into the fabric of the Civic Plaza, the place's unique identity will emerge. Our team has developed many fruitful relationships with artists that have led to notable public art projects on the Thunder Bay Waterfront and most recently in the development of the Lake Wilcox Youth Precinct.

Trees & Plantings

Trees planted in the plaza must be in large, connected planting areas that utilize soil cells or continuous tree pits to ensure they can grow large enough to provide shade. An added benefit of numerous healthy trees is they can be used as Low Impact Development elements by directing stormwater into the tree pits. This approach is proven to capture, clean and infiltrate stormwater thereby reducing the size and cost of a traditional stormwater system.

Planting beds will also be integrated through the square to create 'rooms', buffer roads or adjacent parking areas and to add softness to an otherwise 'hard' plaza. Planters may include shrub and perennial plantings as well as areas for seasonal and annual display. All planting beds will utilize a low-flow drip irrigation system.

Site Furnishings

A coordinated system of site furnishings will help to visually tie the plaza together. The family of site furnishings may include fixed benches, moveable furniture, lounge chairs,



Above: The Water Garden Pavilion, designed by Brook McIlroy as part of the comprehensive Waterfront Master Plan on Prince Arthur's Landing, Thunder Bay, is an example of flexible public realm design for northern climates. The summer splash pad turns into a winter skating rink, and the building is designed to support both programs.

seating platforms, litter receptacles, bollards, planters and light poles. The family of furnishings will be complimentary in material, colour and use to make the plaza feel like one place.

Play Features

A small children's play area will encourage families to use the plaza both during event times and on a day-to-day basis, further activating the plaza. The play area's design will be complementary to the overall design of the plaza so it integrates seamlessly into the space.

Washroom

A public washroom is a necessary element for a successful public place intended for gathering and activities. The washroom must feel safe, be fully accessible, durable and easy to maintain.

PROGRAMMING IN THE PLAZA

The recently adopted Community Culture Plan established "downtown activation" as a major goal where arts, culture and heritage will play a vital role to attract residents and visitors and contribute to its vibrancy and sustainability. Promoting, supporting and encouraging public programming including live music, visual art and "other creative expression" in downtown public spaces is one of the key actions to support this goal.

Lord Cultural Resources will support the design team by developing a public programming framework that identifies the types of arts and cultural activities for the new plaza. This framework will form the basis for the design program that will include, in addition to the permanent stage and amphitheater, spaces for a wide variety of arts and cultural activity.

ACTIVATING ADJACENT BUILDINGS

The Civic Plaza site is surrounded by existing buildings that house an eclectic mix of uses including retail, services and housing. As the new square will activate a formerly back-of-house area of the block, new opportunities will emerge to create frontages that address the plaza. The municipal façade improvement programme, for example, could be used to incentivize business or building owners to upgrade their buildings to address the plaza. For properties that may



Above: The Civic Plaza will build on the exciting energy in downtown with recent initiatives like the public murals, pocket parks and the reconstruction of Gore Street. In future, the rejuvenation of Spring Street will better connect downtown to the waterfront.

not be interested in reorienting their buildings, murals or other blank wall treatments would help to animate the plaza. Often, a fresh coat of brightly coloured paint is enough.

GRADE CHANGE AS AN OPPORTUNITY

There is a grade change of approximately one meter from the northern extent of the site (Queen Street) to south extent of the site (Bay Street). As many of the desired elements of the square require large flat areas (skating, splash pad, market area, etc.) there will need to be some grading solution to accommodate these elements and ensure universal accessibility. This should be looked upon as an opportunity to add a dynamic series of grade change features that can create multiple levels (or rooms) in the plaza.

LEVERAGING EXISTING INFRASTRUCTURE

The Civic Plaza site today exists as a paved municipal parking lot so consequently has numerous utilities and services throughout. Our team will explore the reuse of existing utilities and infrastructure to potentially reduce the capital cost for the plaza. Existing stormwater infrastructure appears to be particularly promising for reuse, if it is in good condition. Overhead hydro and tele-com also bisect the site, and we will explore the strategic relocation of these utilities to minimize their visual and functional impact on the plaza. It should be noted that hydro relocation is expensive and is not included in the terms of reference or schematic cost estimate.

CONTEMPLATING FUTURE CONNECTIONS

Once complete, this Civic Plaza will act as a catalyst for further public and private development in Downtown. During the design of the plaza, we will consider future possibilities such as the Spring Street streetscape reconstruction, the former Northern Breweries site to the south, Queen Street streetscape reconstruction, and fronting properties to ensure that the Civic Plaza can make seamless and integrate connections as the context evolves.

A LOW CARBON APPROACH

Climate change is the existential crisis of our generation and Brook McIlroy is committed to providing solutions to this global dilemma. As landscape architects, we have the

unique ability to not only create meaningful places, but we can make a significant contribution towards lowering the carbon footprint of a project by making informed design decisions and by considering the carbon sequestration capacity of the project.

For every project, our team will explore design and material options to minimize embodied carbon and post-completion, carbon-sequestration. Ultimately, our aim is for the project to arrive at "climate positive" as quickly as possible, meaning that the project has sequestered more carbon than was used to make it.

Using carbon footprint calculation tools, we will create a Landscape Carbon Report to accompany a major design submission that outlines carbon reduction and carbon sequestration strategies embedded in the design, along with a timeline to achieve "climate positive" status.

CONSIDERING MAINTENANCE AND DURABILITY

Considering durability and on-going maintenance and operations obligations will inform all stages of our design process. We will work closely with City Staff to understand their perspective, ensuring that their input is reflected in all aspects of design and detailing work.

BARRIER FREE

The Civic Plaza must be designed for all ages and ability levels. It will fully conform to (or exceed) the AODA and the City's Accessibility Guidelines. Working closely with the City's Accessibility Committee at key review milestones, our team will develop a solution that brings best practices to this site. All of Brook McIlroy's Landscape Architectural, Urban Design and Architectural projects are AODA compliant, so our team has considerable expertise in the design and execution of fully accessible environments in the public realm.

A SAFE PLACE

The Civic Plaza must first feel safe or it cannot be successful as a civic gathering place. Making the Civic Plaza feel safe can be accomplished by integrating a series of interrelated features including: maximizing site permeability; eliminating hidden corners and dead ends; adequate and uniform lighting.

In addition to feeling safe, the design will incorporate functional safety considerations, including mitigating potential vehicle conflicts. At the north end of the site, existing businesses will continue to need delivery access. At the south end of the site, a road segment will remain to serve the adjacent businesses (including a coffee shop) and potential parking lot for the plaza. Where vehicles may intersect with pedestrians, vehicle movements will be carefully explored to minimize the potential for accidents.

BALANCING DESIGN ASPIRATION WITH BUDGET REALITIES

We are committed to the City's vision to create a culturally meaningful, fun and safe place. At the same time, we are experienced at working within defined budgets, and all choices will be weighed against the value that a specific decision brings to the project. We are always open to developing innovative and budget-conscious strategies to translate our design vision into reality.

THE IMPORTANCE OF PLACEMAKING

Placemaking is the process through which we work together to model our public spaces. It involves the planning, design, management and programming of shared use spaces. More than just design, placemaking brings together diverse groups of people to improve a community's cultural, social, economic and ecological standing. It is through this holistic lens that we consider the evolution of the Civic Plaza. This design exercise should be the beginning of a larger community conversation about how to renew, manage and activate this evolving area of the City.

1.1 A local team

Our team includes experts in our respective fields who have intimate knowledge of Downtown Sault Ste. Marie the broader City.

Brook McIlroy's Colin Berman was raised in "the Soo" and regularly can be heard around the office saying, "I'm still a Northern Ontarian at heart". Colin retains strong connections to the Soo, with family and friends in the City. Professionally, through Colin's experience working at Brook McIlroy, he has had the opportunity to work extensively in Northern Ontario out of the firm's Thunder Bay office. He therefore has a deep understanding of the opportunities and challenges unique to public realm projects in Northern Ontario.

Our team of consulting professionals – including Tulloch Engineering and MGP Architects-Engineers who will act as engineering designers and site inspection representatives during construction – are both based in Sault Ste. Marie and have significant local experience working in the city as well as with city staff and local contractors.

We have also asked Lord Cultural Resources to join our team to act as expert advisors on programming partnerships for the plaza to inform its design. Lord Cultural Resources recently competed the City's Community Culture Plan so has intimate knowledge of the local arts community.



COLIN BERMAN /
SENIOR ASSOCIATE, LANDSCAPE ARCHITECT & URBAN DESIGNER

OALA, CSLA

2.0 FIRM BACKGROUND

Brook McIlroy

Founded in 2000, Brook McIlroy is an award-winning landscape architecture, planning, urban design and architecture firm with offices in Thunder Bay, Toronto, and Winnipeg. As a unique, multi-disciplinary practice, we design projects as 'whole environments', addressing all scales and facets from visions to detailed design, and construction administration of buildings, landscapes and infrastructure. Our work translates large scale visions to realization, creating meaningful, cohesive and sustainable environments through a collaborative, culturally-sensitive approach across disciplines.

At Brook McIlroy, projects are approached as partnerships with our clients. These relationships are grounded in the full participation of stakeholders and user groups throughout the design and implementation process, using imaginative and results-oriented consultation methods. Currently, Brook McIlroy has thirty employees with diverse backgrounds as architects, urban designers, landscape architects, planners, and LEED Accredited Professionals.

Recognizing the significant influence our buildings and communities have on the global environment, Brook McIlroy pro-actively integrates sustainable development practices into all projects as well as the workplace.



services

- Downtown Revitalization
- Landscape Architecture
- Public Works and Street Design
- Community Design
- Site Design
- Master Planning
- Architectural Schematic Design & Design Development
- Building Design
- LEED Certification and Sustainable Design
- Architectural Space Planning / Functional Programming
- Preparation of Architectural Contract / Tendering Documents
- Campus Planning
- Jurisdiction Approvals
- Adaptive Re-Use
- Contract Administration
- Architectural Controls
- Project Management
- Urban Design Guidelines
- Land-use and Planning Approvals
- Waterfront Planning

selected urban design and landscape awards (2011- present)

2019 Toronto Urban Design Awards, Award of Merit - Elements, Indigenous Cultural Markers

2019 Toronto Urban Design Awards, Award of Merit – Private Buildings in Context – Mid-Rise, Duke Condos (2903 Dundas Street West)

2017 Hamilton Urban Design and Architecture Awards, Award of Excellence, Pier 7 & 8 Master Plan

2017 Toronto Urban Design Awards, Award of Merit, Regent Park Living Lane

2017 Waterfront Center Award, Long Range Plan Honor, Master Plan for Burlington Beach Regional Waterfront Park, Burlington

2015 Toronto Urban Design Award, Eginton Connects

2015 Canadian Institute of Planners Award for Planning Excellence in Urban City and Regional Planning, Eglinton Connects

2014 Ontario Professional Planners Institute Award of Excellence, Huron-Sussex Neighbourhood Study

2014 Royal Architectural Institute of Canada, National Urban Design Awards, Urban Fragments Category, Jiigew [By the Water]

2014 Canadian Society of Landscape Architects, Awards of Excellence, Communications, Designing Thunder Bay's Image Routes: An Innovative Approach to Large-Scale Streetscape Redevelopment (Thunder Bay)

2013 Premier's Design Awards, Community Planning Award of Merit, University of Saskatchewan College Quarter Master Plan

2012 Royal Architectural Institute of Canada National Urban Design Awards, Certificate of Merit, Toronto Avenues and Mid-Rise Buildings Study

2012 Ontario Association of Landscape Architects, Award for Service to the Environment, Spirit Garden, Prince Arthur's Landing, Thunder Bay

2012 Ontario Association of Landscape Architects, Award of Merit, Prince Arthur's Landing, City of Thunder Bay

2012 International Downtown Association, Pinnacle Award, Prince Arthur's Landing, City of Thunder Bay

2012 Waterfront Center (Washington D.C.), Excellence on the Waterfront Honor Award, Prince Arthur's Landing, Thunder Bay

2012 International Downtown Association, Pinnacle Award, Public Space, Prince Arthur's Landing, Thunder Bay

2012 Royal Architectural Institute of Canada National Urban Design Awards, Certificate of Merit, Urban Design Plans Category, Toronto Avenues and Mid-Rise Buildings Study

2012 Canadian Institute of Planners, Award for Planning Excellence, Aboriginal Community Planning and Development Category, Spirit Garden, Prince Arthur's Landing, Thunder Bay

2011 Canadian Institute of Planners, Award for Planning Excellence, Honourable Mention, Toronto Avenues and Mid-Rise Buildings Study

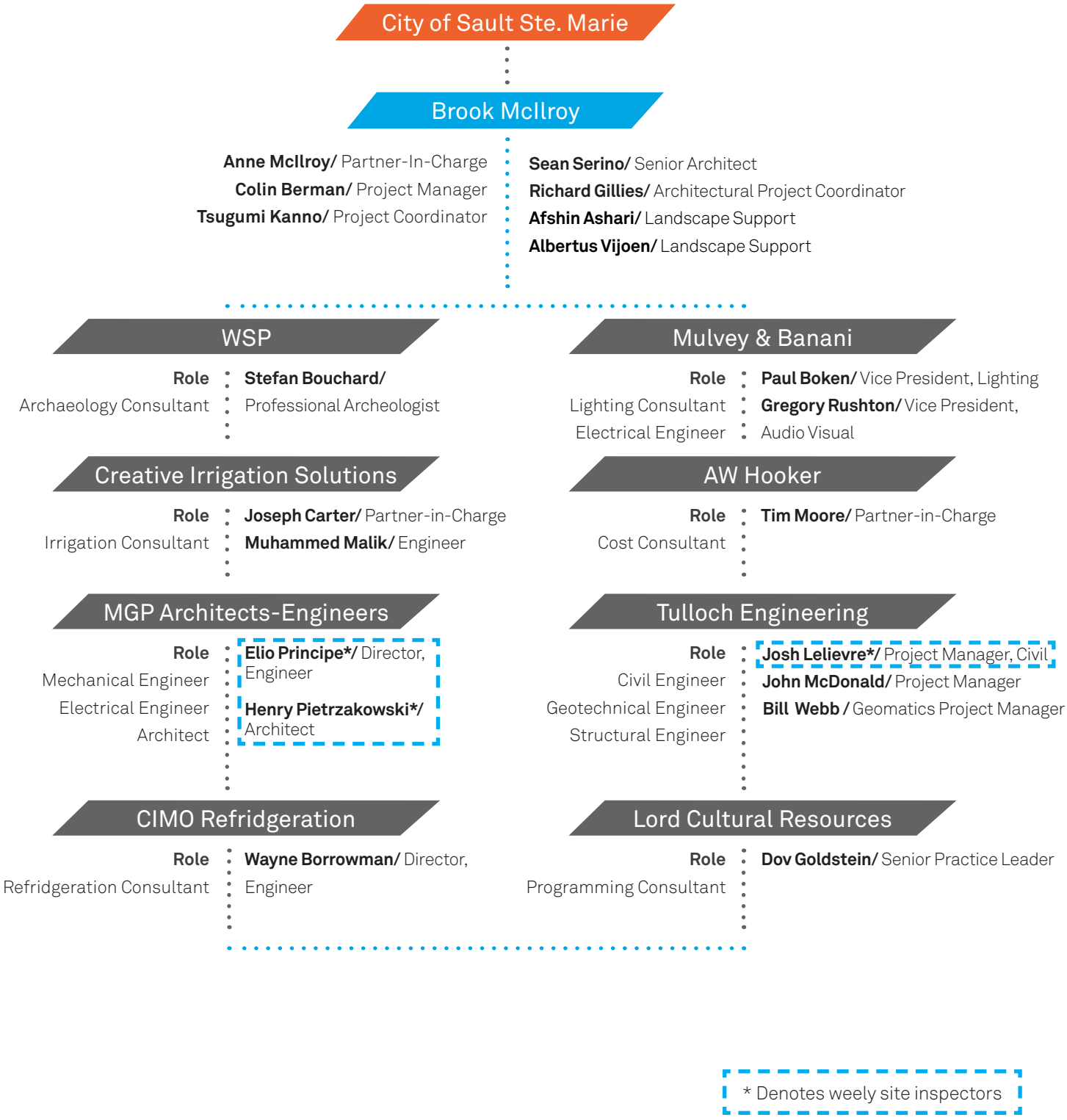
2011 Canadian Society of Landscape Architects, National Honour Award of Excellence, University of Saskatchewan College Quarter Master Plan

2011 Ontarior Professional Planners Institute, Award for planning Excellence, Toronto Avenues and Mid-Rise Buildings Study

selected municipal clients

- City of Barrie
- City of Belleville
- City of Brampton
- City of Brantford
- City of Buffalo, New York
- City of Burlington
- City of Cambridge
- City of Cold Lake
- City of Elliot Lake
- City of Guelph
- City of Hamilton
- City of Iqaluit
- City of Kingston
- City of Kitchener
- City of Markham
- City of Mississauga
- City of Moncton
- City of Niagara Falls
- City of Orillia
- City of Oshawa
- City of Ottawa
- City of Port Colborne
- City of Regina
- City of Saskatoon
- City of St. Catharines
- City of Stratford
- City of Thunder Bay
- City of Toronto
- City of Vaughan
- City of Windsor
- City of Woodstock

2.1 Organization Chart



2.2 Brook McIlroy Design Team



ANNE MCILROY / PARTNER-IN-CHARGE, URBAN DESIGN

FRAIC, FCIP, RPP

Anne McIlroy is a Principal of Brook McIlroy, and has over thirty years of experience as an urban designer and project manager for urban design projects in Canada and the United States. Anne has particular expertise with sustainable university, waterfront and community master plans and urban design guidelines.

Anne is a member of the National Capital Commission Advisory Committee on Planning Design and Realty (2014 to present) and Chair of the Toronto Community and Housing Design Review Panel (2012 to present). Anne is a recognized expert in public consultation and serves as a Juror for Urban Design Award programs throughout Canada and the United States. She speaks regularly as a sessional lecturer for universities and on topics of sustainable community design.



COLIN BERMAN / PROJECT MANAGER

OALA, CSLA

Colin Berman is a Senior Associate with Brook McIlroy and is a licensed Landscape Architect. Colin leads the Landscape Architectural practice group, focusing on design, project oversight, key sector business development, client/stakeholder relations and staff management.

Colin has managed landscape architectural, urban design, transportation and construction projects for clients throughout Canada. He has a wide variety of design and project management experience including municipal and federal parks, downtown revitalization studies, low impact development, environmental assessments, naturalization and habitat creation, streetscape and public realm plans, institutional and development landscapes, installation designs, development projects, and residential gardens. Colin has planned public consultation strategies and facilitated events for a range of public realm projects, focusing on a collaborative, task-based approach to public participation.

Colin has extensive experience developing design solutions and managing complex studies with large teams of design and engineering professionals. He understands that building and maintaining strong and on-going working relationships creates an environment in which public realm projects can succeed.



SEAN SERINO / SENIOR ARCHITECT

OAA, MRAIC

Sean Serino is an architect and Principal with Brook McIlroy, Sean holds a Masters in Architecture from Dalhousie University and a Bachelor of Environmental Design from the University of Manitoba. Sean has over sixteen years of experience and is fluent in all phases from pre-design to construction documents, and contract administration to management. Following the successful completion of the City of Thunder Bay – Prince Arthur's Landing redevelopment, where Sean was construction administration lead, Sean moved into the role of Project Architect for the design and construction of Thunder Bay's 4-Star Waterfront Hotel. Staying rooted in Thunder Bay's waterfront development, Sean will transition to construction administration lead for the new Thunder Bay Art Gallery.



RICHARD GILLIES/ ARCHITECTURAL PROJECT COORDINATOR

OAA

Richard Gillies is an architect with a broad range of international experience gained over the past seven years and` brings a creative problem-solving eye to all aspects of his work. Richard has been involved with school, healthcare, residential, mining, retail, commercial office, and community centre projects scattered between Canada, Australia, New Zealand, and Tanzania. From this experience, gained both through working and travelling, he has developed a growing interest in urban design issues and regional building practices. His most recent experience with Brook McIlroy includes leading the contract administration of the Westgate Highschool renovation project.



TSUGUMI KANNO / PROJECT COORDINATOR

LEED AP., OALA Associate

Tsugumi Kanno is an Urban and Landscape Designer with Brook McIlroy, with over fi fteen years multidisciplinary experience in urban design, landscape design and the design of buildings. She has received both a Bachelors and a Master degree in architecture from Nihon University, Tokyo, Japan and a Masters degree in architecture from the Berlage Institute in Rotterdam, the Netherlands. Prior to working at Brook McIlroy, Tsugumi worked in the Netherlands and Japan on such projects as the design/construction of university buildings, retails, residential buildings, exhibitions and public/private landscape. At Brook McIlroy, Tsugumi has worked on a variety of urban design and landscape projects, including waterfront and campus master plans, streetscape designs, park designs and infrastructure improvements. Her responsibilities include design development, construction drawings and technical details, project cordination, preparation of presentation drawings and design study using 3D models.



AFSHIN ASHARI / LANDSCAPE SUPPORT

OALA Assoc.

Afshin Ashari graduated from the University of Toronto in 2016 with a Masters of Landscape Architecture. Taking advantage of his interdisciplinary background in landscape architecture, architecture, and computer science, he focused his studies on geometry as it applies to landscape architecture—in particular, the inherent geometries that underlie landscape, public space, and the flow of people. He is interested in process-based design and its potential applications for landscape architecture, and the methods of design and representation that stem from parametric and computational thinking—the relationship between input, output, and algorithm.



ALBERTUS VIJOEN / LANDSCAPE SUPPORT

OALA Assoc.

Albertus Vijoen is an Intern Landscape Architect with Brook McIlroy, holding a Bachelor, Honors and Master of Landscape Architecture degree from the University of Pretoria. He is a confi dent and driven Landscape Architect who is self motivated with a strong background in Landscape Architecture, Planning, Project Management and Urban Design. Since joining the team, Albertus has been involved in projects of various scales and types including streetscapes, historic preservation, waterfront development and trail design, cultural placemaking and institutional landscapes. Albertus was also part of the project design team and Landscape Architect for the Steyn City Parkland Estate development, noted as the largest development of it's kind in the southern hemisphere, at the time.

2.3 Project Experience



Water Garden Pavilion, Prince Arthur's Landing

Updating the college to a 21st Century environment for learning and gathering, within an important heritage context

The Water Garden Pavilion and skating rink is a central feature of the revitalized Thunder Bay waterfront, supporting key activity areas located at the base of Red River Road and public portions of the Park as a whole.

Brook McIlroy's design for the skating ring/trail (which transforms into a splash pad during summer months) was developed with the local community at multiple public consultation events. The rink features a large skating circuit, central seating area with a fire place, feature lighting and sound system to animate the space.

The Pavilion building provides washrooms, changing facilities and a warm-up room/rest area. There is a café/restaurant with panoramic views of Lake Superior and the Sleeping. The Pavilion also incorporates all mechanical and storage requirements of the adjacent water/ice features as well as the ice-re-surfacer.

client
The City of Thunder Bay

location
Thunder Bay, Ontario

role of proponent
Planning
Urban Design
Architecture
Landscape Architrecture
Park Programming
Implementation Planning

construction budget
$20,000,000
(landscape + building)







Prince Arthur's Landing Waterfront Park

A dynamic park setting as a focus for year-round activities

Prince Arthur's Landing transforms the City of Thunder Bay's waterfront into a hybrid mixed-use village and animated waterfront park that reconnects the downtown to the shores of Lake Superior. The waterfront officially opened to the public on December 16, 2011 and has since seen record attendance. To-date, the project has received eleven design excellence awards from landscape architectural and urban design professional associations across the country.

The park is divided into precincts including the Waterfront Plaza, the Spirit Garden, a hotel/condo development site and two Piers.

Key park features include: splash pad/skating rink, outdoor amphitheatre, multi-use waterfront trail, skateboard park, marina, shoreline naturalization, multi-function parking/event squares, amenities buildings and extensive public art installations.

Brook McIlroy provided start-to-finish professional services to the City of Thunder Bay, beginning with a Waterfront Master Plan in 2006 and culminating in detailed design and contract administration services for construction of the $60 million waterfront park.

client
The City of Thunder Bay

location
Thunder Bay, Ontario

role of proponent
Planning
Urban Design
Architecture
Landscape Architrecture
Park Programming
Implementation Planning

construction budget
$60,000,000




WATERFRONT PLAZA



Downtown Guelph Built Form Standards and Streetscape Manual

Comprehensive recommendations for downtown buildings, key streets, and central square

Brook McIlroy's tripartite study radically shifts the design direction of the public and private realms in advance of significant downtown intensification. The studies were prepared over a 16-month period in which the highly collaborative, community-based process resulted in a widely supported plan for change. This approach provides a strong precedent for progressive visioning for mid-sized cities across Canada.

The Streetscape Manual provides a comprehensive framework for well-designed, pedestrian scale streets. With forthcoming intensification, the public realm's role in Downtown requires a fundamental shift away from a focus on vehicles to one that fosters economic prosperity and provides modal equality for all users. This is typically a controversial topic in developing mid-sized cities as the perception is that narrowing of the roadway only produces negative outcomes for access and business. To overcome negative perceptions associated with change, our team led with progressive design solutions to build excitement coupled with a transparent and iterative community consultation process. The Streetscape Manual introduces two distinct street models for downtown: A flexible street model and a revised traditional street model.

The St. George's Square Concept Design proposes a return to the space's intended form - a Square. John Galt created a perfect 80m by 80m void in downtown Guelph for public gathering, but this function was lost over time. The concept establishes key principles to recreate the Square as a signature place that focuses on daily activation, unification, flexibility, and comfort. Galt's vision for St. George's Square will be restored with this radical redesign that seeks to reestablish it as a prominent public plaza at the heart of downtown. By routing the road around the Square - rather than straight through it - a comfortable, protected central plaza is created. The concept serves to both activate a central space and create renewed energy at the building frontages to support business activation.

client
City of Guelph

location
Toronto, ON

services
Planning
Urban Design
Landscape Architecture
StakeholderEngagement

construction budget

$5,000,000
Conceptual Cost Estimate



Franco-Ontarian Monument

Notre Place: A monument dedicated to Franco-Ontarians at Queen's Park

Notre Place celebrates the concept of a monument as a place of gathering. Recognizing the significant role that Franco-Ontarians have played in the growth of this province, the monument carves out a distinct site at Queen's Park to provide an opportunity for the community to share and celebrate together. The design draws on the traditions and stories that helped form the foundation of the Franco- Ontarian community reinterprets these stories with contemporary materials and fabrication methods to distinctly frame the project with a present day lens.

One of the site's most notable qualities is the degree of movement it hosts. Car traffic wraps three sides of the monument, while pedestrian and bike traffic criss-crosses through its centre. Inspired by this movement, the monument transforms based on a person's viewpoint, appearing to change in colour, width and density as viewers move around and throughout the vertical forms.

Colours are drawn from the flags of Frenchspeaking nations and reorganized into a subtle gradient pattern that diminishes hierarchies and creates a playful frieze in which all nations are presented as one community.

The mirror finish on the south side of the pillars reflects the surrounding environment, the motion, the greenery and the people within. Delicate engraving at the tops of the pillars creates a foliage pattern from the Fleur-de-Lys and Trillium icons of the Franco-Ontarian flag and generates the illusion of a fluttering canopy from a distance.

client
Infrastructure Ontario

location
Toronto, ON

services
Landscape Architecture
Public Art Consulting
Urban Design

construction budget
$700,000



Orillia Waterfront Centre

A Beacon for Boaters and the Town

The Orillia Waterfront Centre is a significant community space in the picturesque Couchiching Lake Park and Marina in Central Ontario. A popular amenity for the residents of Orillia and a thoroughfare for visiting boaters, the building boasts a CLT, glulam, and glass lounge offering scenic views along the water's edge.

The pavilion is located on the waterfront in the heart of downtown Orillia, connected to the park system that runs along the lake. The scope of work included the design of a plaza that connects the pavilion to the marina. Concrete seating was integrated along the exterior of the pavilion, and has become favoured places to sit and enjoy the view.

The single-storey design features administration offices, washrooms and showers, and a large community space. The principal room, which features sweeping views of the water, marina, and park, can be divided into two intimately sized spaces by means of large CLT pivot doors cut and assembled to reflect a naval flag patterning. The building provides private services to boaters while also serving the general community as a space for weddings, meetings, and events. Access to the building is designed so that the boaters' amenities can still be accessible after-hours when the community space is locked. The design allows for a possible future addition for a skating facility.

The Orillia Waterfront Centre serves as a beacon for the community and features a lightbox sitting atop the community lounge. At night, the lightbox glows like a lantern on the waterfront—drawing the public towards its warm wood interior. The building has quickly become a well-loved destination point for visitors and residents of Orillia alike.

client
City of Orillia

location
Orillia, ON

services
Architecture
Landscape Architecture

construction budget
$1,900,000



Downtown Oakville Transportation & Streetscape Study

Visionary master plan guides future public realm improvements for downtown Oakville

Brook McIlroy, in association with Hatch Mott MacDonald, is leading the Transportation and Streetscape Study for the Town of Oakville, as well as the development of a revitalization concept for Towne Square. The Study involves the creation of a comprehensive public realm vision for the Town that is beautiful, green, culturally relevant, economically feasible and implementable in the short, medium and long term.

A significant opportunity exists in strengthening Downtown Oakville as a place for people and as a centre for commerce and culture by incorporating progressive public realm improvements.

The Plan will define clear design directions for the public realm, and will re-examine the allocation of space within the right-of-way to increase connectivity, mobility and accessibility. Progressive solutions such as pedestrian malls, curbless streets and complete streets are being explored. The Plan will define a typology system for Downtown's streets, with a focus on key intersections.

Key components of the project include:

•Building on Oakville's historic and compact centre as a catalyst for vibrant living;
•Elevating Towne Square as the signature public space for downtown Oakville;
•Reflecting a human scale of development in all public spaces;
•Addressing parking needs and reconsidering the balance of street typologies; and,
•Protecting the Town's historic character, and allow for respectful and complementary design measures for new streets.

client
Town of Oakville

location
Oakville, ON

services
Landscape Architecture
Urban Design
Planning
Stakeholder Engagement

construction budget
$20,000,000



Mohawk College Hoop Dance Gathering Place

Honouring Indigenous traditions and promoting First Nations, Metis and Inuit culture

When Mohawk College retained Brook McIlroy in 2014 to prepare its Sustainable Landscape Plan—a comprehensive master planning document guiding the long-term vision for campus open spaces and landscapes—the college had a vision to create a place that celebrates First Nations, Métis, and Inuit culture within the everyday experience of the Mohawk College campus, and that honours 15,000 years of Indigenous history on this territory.

The Sustainable Landscape Plan also furthered the College's vision to create a placethat celebrates First Nations, Métis, and Inuit culture within the everyday experience of the Mohawk College campus, and that honours 15,000 years of Indigenous history on this territory. The College retained Brook McIlroy to design the Hoop Dance Gathering Space, an inclusive space identified as part of the long-term vision of the College.

Set in the College's main courtyard, the Hoop Dance was designed with a holistic consideration to landscape, architecture, and the wider context within the college and the city. The design includes five elements: the Hoop Dance Indigenous Gathering Place open-air pavilion, a fire circle, a water garden, a traditional garden, and a Three Sisters garden. Together, the elements create a welcoming space that functions as a gathering space for up to 200 people, and also creates a comfortable space for small groups and individuals. The gardens and pavilion are the result of a collaborative and iterative consultation and design process between Brook McIlroy, Mohawk College, Indigenous students of the College, and Elders and members of the Six Nations First Nation and Mississaugas of the New Credit First Nation Communities. The pavilion is inspired by Indigenous concepts of inclusiveness, time as measured by the sun and moon, the Medicine Wheel, and the creation story.

client
Mohawk College

location
Hamilton, ON

services
Landscape Architecture
Architecture
Project Management
Construction Administration

construction budget
$1,000,000



Baggage Building Arts Centre at Prince Arthur's Landing

A historical building and landscape updated for artisan studio space and cultural programming

This building is the cultural heart of Thunder Bay's comprehensive waterfront redevelopment at Prince Arthur's landing. The renovated and expanded historic freight shed serves as an incubator for creative people and organizations, and provides space to showcase local talent. Originally constructed in the early 1900's, the Baggage Building renovation and two-storey addition includes a flexible open-concept space that gives artisans access to work studios, exhibit, teaching and informal retail space, and is actively used by arts and culture organizations around Thunder Bay. Finished in brick, concrete and exposed wood structure, the addition references the original structure's construction while giving the building a contemporary feel.

The design expresses a close integration between landscape and architecture. A garden, the Jardin Elliptique, is designed as a sweeping ramp that connects the at-grade entrance in the addition to the above-grade entrance in the heritage structure. The garden is designed with elements that reference the significant Métis presence in Thunder Bay, and link into the overall efforts in the Waterfront redevelopment to reflect Thunder Bay's history and culture into the landscape and architecture. The ramp provides an equal experience for people of all abilities to access the entrances at different grades. The building is designed to be environmentally sustainable, and has achieved LEED Gold certification. It includes such measures as passive heating and cooling, solar energy, triple-glazed windows, a low albedo roof, and recycled content building material. Brook McIlroy's work on the waterfront at Prince Arthur's Landing has won over twenty awards from professional organizations in architecture, landscape architecture, and urban design. Most recently, the project won an OAA Award of Excellence in 2016.

client
City of Thunder Bay

location
Hamilton, ON

services
Planning
Urban Design
Architecture
Landscape Architrecture
Park Programming
Implementation Planning

construction budget
$2,000,000 (landscape)



Rees Street Park Competition Winner “Rees Ridge”

A vertical landscape that creates a new relationship with Lake Ontario and the Gardiner

The team of Brook McIlroy and New York-based wHY Architecture was selected as the winner of the international design competition to design the upcoming Rees Street Park on the Toronto Waterfront. The proposed design, Rees Ridge, was inspired by an iconic Toronto landmark, the Scarborough Bluffs, and proposes a bold vertical landscape that creates a pleasant and playful space adjacent to the Gardiner Expressway.

From the jury report: “This proposal is a bold concept for a difficult site—it pushes back and can hold its own against the Gardiner. It was felt that Rees Ridge would change the relationship of the waterfront to the downtown by visually removing the Gardiner for one long city block.” Public comments commended that the proposal “is both original and Toronto-centric in its references”.

Rees Ridge was selected among five design proposals from an impressive list of international landscape architects. Brook McIlroy looks forward to an ongoing collaboration with wHY Architects and the consultant team—Arup, Phyto Studio, MTWTF, Blackwell, Brad Golden + Co, VTLA, the Power Plant Contemporary Art Gallery, Lord Consulting, and Fluidity Design Consultants—to see Rees Ridge come to life.

client
Waterfront Toronto and City of Toronto Parks & Recreation

location
Toronto, Ontario

services
Landscape Architecture

budget
$10,000,000

2.4 Sub-Consultant Team

overview

Brook McIlroy has assembled an expert team of sub-consultants for this project, all of whom we have experience working with or are local experts. Note that we have not carried an arborist as there are no existing, healthy trees on site and new tree planting can be detailed in-house by our Landscape Architects. We have also not carried a waterfeature consultant as Brook McIlroy can undertake this work in-house, as we have done fore past projects. All consultant CVs and work samples can be found in the appendix of this proposal.

MGP ARCHITECT - ENGINEER INC.

Mechanical Engineer | 123 East St, Sault Ste. Marie, ON, P6A 3C7

Based upon professional status, MGP is one of the largest firms in Northern Ontario, uniquely being able to afford you with the opportunity of dealing with principals (who ultimately are responsible for the company) throughout ALL stages of this project. With Mechanical & Electrical engineering expertise afforded at a Senior Principal level, MGP is capable of immediately involving this critical facet of any architectural intervention at project initiation so that an awareness of these critical requirements and expectations is immediate.

Key Personnel

- Elio Principe, P.Eng, P.E.O, ASHRAE, APEGM. Director/ Engineer

Relevant projects

- Sault Ste. Marie Public Utilities Commission Integrated Facility, Sault Ste. Marie
- Department of Fisheries and Ocean Office Complex, Sault Ste. Marie

CREATIVE IRRIGATION SOLUTIONS INC.

Irrigation Consultant | 1225 Wonderland Road North, London, ON, N6G 2B0

Creative Irrigation Solutions Inc. (CIS) provides independent expert consulting services in design, specifications, project management and water management, commercial, agricultural and golf course irrigation systems. CIS provides a high degree of professionalism and proficiency, focusing on designing for the customer's needs and preferences.

Creative Irrigation Solutions Inc. will undertake all aspects of the irrigation consulting process including site inventory and analysis, irrigation design, specifications, construction inspections, water management scheduling, Central Control and will ensure the irrigation design solution proposed is effectual, efficient and cost effective.

Creative Irrigation Solutions offers a team with diverse professional irrigation backgrounds including engineering, design, contracting, manufacturing, distribution and Horticulture.

Key Personnel

- Joseph Carter, B.R.E. Partner
- Muhammad Rashid Malik, P.Eng. Irrigation Design Engineer

Relevant projects

- Queens Quay Mariana Fire Station, Toronto
- North Bay Water Front Park, North Bay
- East York Civic Center, Toronto

WSP

Archaeology Consultant | 185 east street, Sault Ste. Marie, ON, P6A 3C8

WSP is one of the world's leading professional services consulting firms. We are dedicated to our local communities and propelled by international brainpower. We are technical experts and strategic advisors including engineers, technicians, scientists, project managers, planners, surveyors and environmental specialists, as well as other design and program management professionals.

WSP is committed to providing expert advice that allows our clients to make informed decisions for the future of their built and natural landscapes while keeping its character intact, empowering them as custodians who connect heritage with the future. Have Confidence in WSP's over 50 years of experience working with archaeology, built heritage and cultural heritage landscapes. Our team contributes to the identification, mitigation of development impacts and conservation of cultural heritage resources across Canada, delivering solutions that respect the environmental, aesthetic, cultural, and historical values that shape our communities and their collective identities. We liaise extensively with the public, local architectural conservation advisory committees, and other stakeholders, and are active members and participants in the Canadian Association of Heritage Professionals (CAHP), the Canadian Archaeological Association (CAA), the Alliance for Historic Landscape Preservation, the National Trust for Canada, and the Association for Preservation Technology. We have advised on archaeological sites, landscapes, structures and monuments of every classification

Key Personnel

- Stefan Bouchard, MES, APA. Professional Archaeologist

Relevant projects

- Anishinabek Discovery Centre, Sault Ste. Marie

MULVEY & BANANI

Lighting Consultant | 44 Mobile Drive, Toronto, ON, M4A 2P2

MBL is a design division of MBII launched in 2004 to address the growing need for devoted specialists to design, interpret and apply the quickly emerging lighting technologies and stringent energy codes. The Division has since evolved into a dedicated, creative team of professionals that translate architectural ideas and concepts into lighting installations that are artful, sustainable and purposeful. MBII Lighting approaches the spatial experience to create drama, allow the nature of place to unfold and to provide a comfort level that will render that space worth experiencing.

Led by Associate Paul Boken, the MBL team services all sectors across North America and internationally. World class venues, infrastructure and public spaces have come alive at the hand of MBL: the Canadian Museum of Human Rights (Winnipeg), Ripley's Aquarium of Canada and the Royal Ontario Museum (Toronto), Peace Bridge (Buffalo/ New York), and the Prince Edward Viaduct, Toronto. Across project sectors, some commonalities exist, but we always create an ever different recipe for success. We work in an open, collaborative manner to develop unique, outstanding solutions.

Key Personnel

- Paul Boken, BFA, LC. Vice President-in-Charge, Lighting
- Alan McIntosh, B.A.,IALD, MIES. Associate
- Michael Yan, P.Eng. Associate
- Gregory Rushton, CTS-D, Vice-President-in-Charge, Audio Visual

Relevant projects

- Community Common Park, Mississauga
- Fort York – Mouth of Creek Park, Toronto
- Newmarket Riverwalk Commons, Welland

A.W. HOOKER

Cost Consultant | 2265 Upper Middle Road E. Suite 400, Oakville, ON, L6H 0GH

A.W. Hooker is comprised of dedicated quantity surveyors including in-house mechanical and electrical cost specialists, all based at the firm's corporate offices located in Oakville, Ontario. As an integral member of the project team, A.W. Hooker takes an active role in the delivery of its services throughout the life of the project. The team's collective knowledge of building systems, materials, construction methods, constructability, and costs, enables them to lead the cost management process and help the client determine a design solution that meets (or exceeds) functional requirements and design intent for the project. At every stage of the process, the firm is committed to fulfilling clients' needs in a professional and timely manner. Senior personnel take a hands-on approach and a lead role in all the firm's commissions to ensure that the stakeholder requirements are being met. A.W. Hooker has built a reputation for consistently delivering high quality cost reports and advice, for providing excellent customer service, and for consistently meeting project timelines.

Key Personnel

- Tim Moore, PQS. Partner

TULLOCH ENGINEERING

Structural Engineer, Civil Engineer, Geotechnical | 71 Black Road, Unit 8 Sault Ste. Marie, ON P6B 0A3

TULLOCH Engineering is a progressive consulting firm providing integrated land development, surveying and engineering services throughout Canada. The key focus of our company is to provide our clients with services for renewable energy development, environmental protection, infrastructure design, and the administration of capital construction projects.

For over 27 years, TULLOCH has provided practical engineering and survey solutions to both the private and public sector. Projects range from large government assignments to private residential requests. TULLOCH Engineering was established in 1991 as a small consulting survey practice with one office and five staff. Since then, we have grown into a full-service engineering firm employing over 300 professional and technical staff working in 12 branch offices in Ontario, providing services across Canada and internationally.

Today, TULLOCH Engineering has technical expertise in the areas of civil and structural engineering, geomatics, municipal, geotechnical, environmental, transportation, and LiDAR (Light Detection and Ranging) mapping services. Survey, design, and contract administration services are provided to industrial and commercial clients, as well as to First Nation communities and all levels of government.

Key Personnel

- John McDonald, P. Eng. Project Manager
- Josh Lelievre, P.Eng. Design Engineer
- Dr. Sean Hinchberge, Ph.D., P.Eng. Geotechnical Engineer
- Bill Webb, OLD. Geomatics Project Manager
- Dan Moody, A.Sc.T. Project Manager
- Alvin E. Olar, P.Eng. Project Manager

Relevant Projects

- Fort Creek Aquedeuct Replacement Phase 1-Wellington Street, Sault Ste. Marie
- Pim and McNabb Street Drainage Improvements, Sault Ste. Marie
- Sault Ste. Marie Train Station, Sault Ste. Marie

LORD CULTURAL RESOURCES

Programming Consultant | 1300 Yonge Street, Suite 400
Toronto, ON M4T 1X3

Lord Cultural Resources is the global practice leader in cultural sector planning. Since 1981, we have helped to create, plan and operate cultural spaces and places in more than 460 cities, in 57 countries and six continents.

We are thinkers, collaborators and problem solvers. We employ a human-centric approach to all of our projects, engaging with stakeholders, communities and subject matter experts, to ensure that visitor and user needs and expectations are first and foremost in an ever- evolving and competitive market. Our team of designers and architects, planners, writers, market and financial specialists and experience creators apply their expertise to a wide spectrum of cultural projects, offering a broad range of integrated services.

We plan and develop implementable solutions, help create new visitor experiences and craft visionary strategies for museums, mixed-use developments, cultural centers, art galleries, science centers, world expositions, visitor centers, heritage sites, festivals, theaters, archives, libraries, gardens, conservatories and arboreta around the world.

Key Personnel

- Dove Goldstein, Senior Practice Leader.

Relevant projects

- Canada's Diversity Gardens, Winnipeg
- Devonian Botanic Gardents, Edmonton
- The Bentway-Programming Framework, Toronto

CIMCO REFRIGERATION

Programming Consultant | CIMCO Refrigeration 61 Villarboit Cres. Unit 1
Concord, Ontario L4K 4R2

CIMCO Refrigeration specializes in the engineering, design, manufacture, installation and service of industrial and recreational refrigeration systems. We are part of the Toromont Industries Ltd. group of companies that is a Canadian public company (TSX: TIH) with more than 2,900 employees in over 95 locations.

CIMCO Refrigeration maintains its Head Office and main manufacturing plant in Toronto, Ontario. In addition to its Head Office, CIMCO maintains sales and service offices in every major city in Canada. Secondary assembly plants are located in Dartmouth, Nova Scotia and Edmonton, Alberta.

CIMCO have continued their program of research and development to maintain their leadership in Industrial Refrigeration Markets. The entire engineering group participates in monthly development sessions that explore both current and future technical issues in the industrial refrigeration industry. In addition, CIMCO's patented ECO CHILL and ECO SENSE sets the standard for energy efficient ice rinks. These revolutionary new systems use environmentally friendly refrigerants. An ECO CHILL system reclaims 100% of the heat that a conventional system rejects to the outdoors. This 'free' heat can then be used to heat and provide air conditioning to the building as an energy conserving option. An ECO SENSE controller provides intelligent management and control of the total HVAC&R system to accommodate the specific requirements and activities of the entire facility.

Key Personnel

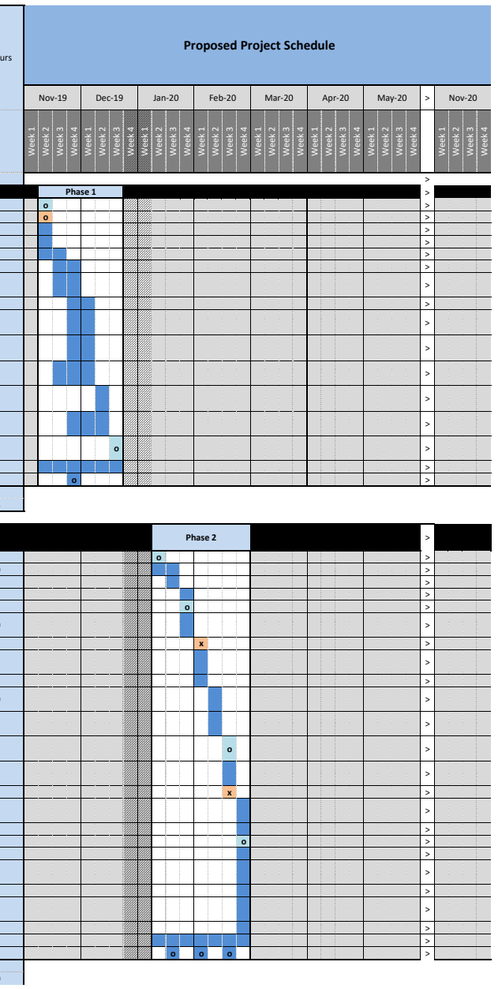
- Wayne Borrowman, P.Eng. Director of Engineering

Relevant projects

- The Bentway - CO2/Glycol Refridgeration System
- Riverdale Park - Ammonia Glycol Refridgeration System
- Bernie Morelli Recreation Centre - Ice Rink

3.0 FEES

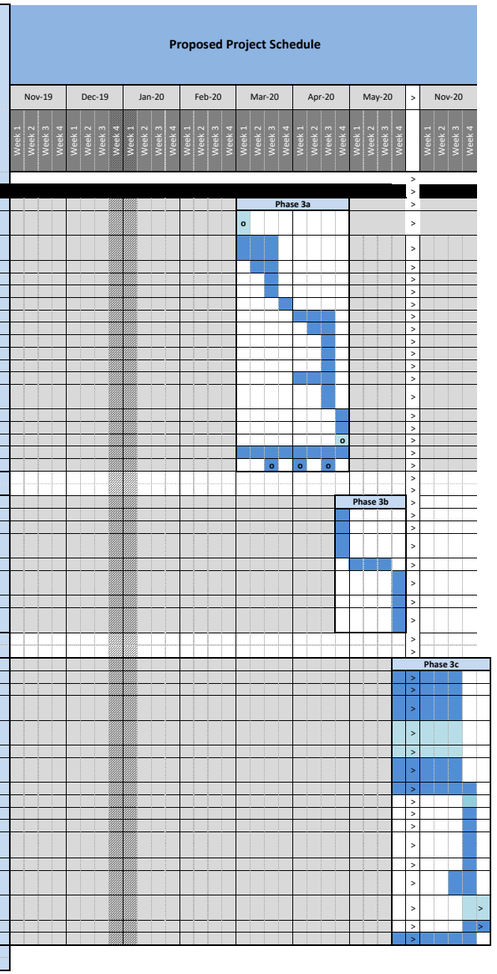
		Brook McIlroy Inc.											Tulloch Engineering				Mulvey & Banani	MGP Architect - Engineers		Cimco	Creative Irrigation Solutions	WSP	Lord Cultural	AW Hooker	Total Cost Per Task	Total Hours
		Landscape Architecture & Urban Design					Architecture						Civil Engineers	Structural Engineers	Surveyor	Geotechnical	Lighting Design & Electrial Engineers	Mechanical & Electrical Engineer	Architectural Site Insectptor	Refridgeration Engineer	Irrigation Design	Archaeology	Programming	Cost Consultant		
		Anne McIlroy	Colin Berman	Tsugumi Kanno	Afshin Ashari	Albertus Viljoen	Sean Serino	Richard Gillies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Time-Task-Matrix & Project Schedule for Sault Ste. Marie Downtown Civic Plaza	Partner-in-Charge, Urban Design	Principal, **Project Manager**, Senior Landscape Architect	Intermediate Landscape Architect, **Project Coordinator**	Landscape Support	Landscape Support	Principal, Senior Architect	Architect, Architectural Project Coordinator	Architectural Technician	Civil Engineer & **Weekly Site Inspector**	Structural Engineer	Topographic , Legal Survey & Land Acquisition Plan	Geotechnical Investigation & Design	Lighting Design & Electrial Engineering Design	Mechanical & Electrical Engineer & **Mech/Elec Site Inspection**	**Architectural Site Inspection**	Refridgeration Engineer	Irrigation Design	Archaeology	Programming Advisor	Cost Consultant		
	Hourly Rate	$240	$150	$120	$85	$85	$180	$100	$65	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Phase 1: Pre-Design (6 weeks)																									
1.01	Project Kick-Off Meeting & Site Tour	5	5	5			5			✔														$3,450	20.0
1.02	Key Downtown Stakeholder Interviews	2	2	2																				$1,020	6.0
1.03	Establish Project Schedule		1	1						✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔	$270	2.0
1.04	Initiate Topographic Survey, Geotechnical Survey		2	2						✔		✔	✔											$540	4.0
1.05	Undertake Stage 1 Archeaological Assessment		1	1																	✔			$270	2.0
1.06	Assess MCEA & Advise on Direction. File Req'd Notices.		1	1						✔														$270	2.0
1.07	Review Base Information and Conduct Background Analysis and Review of By-laws, Codes, Policies, Reports, etc.		4	4	4	4	2	4	4	✔				✔	✔					✔				$2,520	26.0
1.08	Assemble Base Plan Drawing & Build 3D Model of Context		1	2	6	6		2	12															$2,610	29.0
1.09	Conduct Site Analysis & Prepare Analysis Drawings	0.5	4	6	1	1	1	2						✔										$1,790	15.5
1.10	Research Case Studies to inform design & summarize findings for use in public events		4	8	2	2	2	2						✔									✔	$2,260	20.0
1.11	Investigate Existing Utilities (storm, sanitary, water, hydro, telecom, etc.)		1	1			1	2		✔				✔	✔									$450	5.0
1.12	Perform Feasibility study of project goals vs budget & make recommendations to align the two		4	6			2	2	2														✔	$1,880	16.0
1.13	Determine any additional (minor) property acquistion needs & prepare plans, if req'd		1	1								✔												$270	2.0
1.14	City Meeting with Lord Cultural to Develop Programming & Activation Strategy to inform concept design	6	6	6																			✔	$3,060	18.0
1.15	Phase 1 Project Coordination, Administration & Schedule Updates	1	8	8	4	4																		$3,080	25.0
1.16	Phase 1 Bi-Weekly Conference Calls		4	4			1	1																$1,260	10.0
	All Phase 1 Tasks	14.5	49.0	58.0	17.0	17.0	14.0	15.0	18.0																
	Total Cost All Phase 1 Tasks	**$3,480**	**$7,350**	**$6,960**	**$1,445**	**$1,445**	**$2,520**	**$1,500**	**$1,800**															**$26,500**	**202.5**
Phase 2: Public Engagement, Concept Refinement & Cost Estimation (7 weeks)																									
2.01	City Meeting: Collaborative Design Workshop	6	6	6			6						✔											$4,140	24.0
2.02	Prepare 3 concept plan options	2	18	40	20	20	6	20	40	✔	✔		✔	✔	✔		✔				✔			$16,460	166.0
2.03	Prepare Class C costing for 3 concept plan options		2	6	2	2	2	5	6														✔	$2,320	25.0
2.04	Revise concept plans as required to align with budget	1	4	8	2	2	1	4		✔	✔		✔	✔	✔									$2,320	22.0
2.05	City Meeting: present 3 concepts and collaboratively refine		6	6			1																	$1,800	13.0
2.06	Revise concepts as per feedback and prepare public meeting materials	1	8	20	20	20	2	8	24															$10,000	103.0
2.07	Conduct Public Meeting #1	8	8																					$3,120	16.0
2.08	Provide staff with materials so they can meet with key stakeholders to present concept options			0.5				0.5																$60	1.0
2.09	Prepare public meeting & stakeholder input summary	1	2																					$540	3.0
2.10	Create Preferred Concept based on staff and public feedback & prepare design development materials	1	8	20	20	20	2	8	32															$10,800	111.0
2.11	Update Class C costing for preferred concept and design development materials		2	6	1	1	1	2	2														✔	$1,570	15.0
2.12	City Meeting: Collaborative meeting to discuss and refine preferred concept, design development materials and costing		6	6			1			✔														$1,800	13.0
2.13	Revise concept as per feedback and prepare public meeting materials & refine design development materials	1	8	20	20	20	1	4	8	✔	✔			✔	✔		✔				✔			$8,220	82.0
2.14	Conduct Public Meeting #2	8	8																					$3,120	16.0
2.15	Provide staff with materials so they can meet with key stakeholders to present concept options			0.5					0.5															$110	1.0
2.16	Prepare public meeting & stakeholder input summary	1	2																					$540	3.0
2.17	City Meeting: Final Design Workshop		6	6			1																	$1,800	13.0
2.18	Create Final Concept based on staff and public feedback		8	20	20	20	1	6	16	✔	✔			✔	✔		✔							$8,780	91.0
2.19	Undertake initial engineering design for final concept to inform costing & coordinate sub-consultants		4	4			4	12	24	✔	✔			✔	✔		✔	✔						$4,200	48.0
2.20	Update Class C costing for final concept		1	2	1	1	0.5	2															✔	$650	7.5
2.21	Submit final concept, design development materials & costing for approval (by email)			1				0.5																$120	1.5
2.22	City Review & Approval of Final Concept																							$0	0.0
2.23	Phase 2 Project Coordination, Administration & Schedule Updates		16	16			0.5	0.5																$4,410	33.0
2.24	Phase 2 Bi-Weekly Conference Calls		6	6			1	1																$1,800	14.0
	All Phase 2 Tasks	30.0	129.0	194.0	106.0	106.0	31.0	73.5	152.5																
	Total Cost All Phase 2 Tasks	**$7,200**	**$19,350**	**$23,280**	**$9,010**	**$9,010**	**$5,580**	**$7,350**	**$15,250**															**$96,030**	**822.0**



(CONTINUED NEXT PAGE)

		Brook McIlroy Inc.							Tulloch Engineering				Mulvey & Banani	MGP Architect - Engineers		Cimco	Creative Irrigation Solutions	WSP	Lord Cultural	AW Hooker	Total Cost Per Task	Total Hours
		Landscape Architecture & Urban Design					Architecture															
		Anne McIlroy	Colin Berman	Tsugumi Kanno	Afshin Ashari	Albertus Viljoen	Sean Serino	Richard Gillies	-	-	-	-	-	-	-	-	-	-	-	-		
Time-Task-Matrix & Project Schedule for Sault Ste. Marie Downtown Civic Plaza		Partner-in-Charge, Urban Design	Principal, **Project Manager**, Senior Landscape Architect	Intermediate Landscape Architect, **Project Coordinator**	Landscape Support	Landscape Support	Principal, Senior Architect	Architect, Architectural Project Coordinator	Architectural Technician	Civil Engineer & **Weekly Site Inspector**	Structural Engineer	Topographic , Legal Survey & Land Acquisition Plan	Geotechnical Investigation & Design	Lighting Design & Electrial Engineering Design	Mechanical Engineer & **Mech/Elec Site Inspection**	**Architectural Site Inspection**	Refridgeration Engineer	Irrigation Design	Archaeology	Programming Advisor	Cost Consultant		
	Hourly Rate	$240	$150	$120	$85	$85	$180	$100	$65	-	-	-	-	-	-	-	-	-	-	-	-	
Phase 3: Final Detail Design, Tender & Construciton																						
Phase 3a - Construction Documents (8 weeks)																						
3.01	City Meeting to discuss Construction Documentation process, tendering approach, permitting and construction schedule		6	6			2			✔								✔				$1,980	14.0
3.02	Prepare Construction Documents to 50% (drawings & outline specs)		20	90	60	60	8	24	80	✔	✔			✔	✔		✔	✔				$33,440	342.0
3.03	Coordinate Construction Documents with Sub-Consultants		8	20	10	10	4	8	12	✔	✔			✔	✔		✔	✔				$7,220	72.0
3.04	Conduct Internal AODA and CPTED Compliance Review		4	4																		$1,080	8.0
3.05	Internal Project Team Meeting - 50% Page Turn		3	3			3	3	3	✔	✔			✔	✔							$1,650	15.0
3.06	Submit 50% CD package to City for review			1																		$120	1.0
3.07	Finalize construction documents to 95% (drawings + specs)		20	80	50	50	8	16	80													$30,540	304.0
3.08	Coordinate Construction Documents with Sub-Consultants		8	20	10	10	4	12	8	✔	✔			✔	✔		✔	✔				$6,820	72.0
3.09	Prepare pre-tender Class B cost estimate		2	4	2	2	4	8													✔	$1,840	22.0
3.10	Internal quality assurance review		2	8			2	2		✔	✔			✔	✔		✔	✔				$1,620	14.0
3.11	Apply for Building Permit			0.5			0.5	4			✔					✔						$150	5.0
3.12	Prepare Tender Front End Documents (based on CCDC 2 contract)		16	16			2	8		✔					✔	✔						$4,680	42.0
3.13	Prepare bid form for Stipulated price contract (CCDC 2) and other pricing schedules or breakout prices for tender documents		8	16	6	6	1	1		✔	✔		✔	✔	✔	✔	✔	✔				$4,320	38.0
3.14	Submit 95% CD package to City for review			1																		$120	1.0
3.15	Prepare pre-tender design brief		2	1			0.5															$510	3.5
3.16	Present to Council (incl. preparation of presentation)		6																			$900	6.0
3.17	Phase 3a Project Coordination, Administration & Schedule Updates		18	18																		$4,860	36.0
3.18	Phase 3a Bi-Weekly Conference Calls		8	8			2	4														$2,520	22.0
	All Phase 3a Tasks	0.0	131.0	296.5	138.0	138.0	41.0	90.0	183.0														
	Total Cost All Phase 3a Tasks	**$0**	**$19,650**	**$35,580**	**$11,730**	**$11,730**	**$7,380**	**$9,000**	**$18,300**													**$113,370**	**2308.5**
Phase 3b - Tender (5 weeks)																						
3.19	Finalize Tender Package (based on CCDC 2 contract)		8	8																		$2,160	16.0
3.20	Prepare signed and sealed construction documents for tender		1	4			1	2		✔	✔			✔	✔		✔	✔				$810	8.0
3.21	Submit tender documents to City for procurement department to tender		1	1																		$270	2.0
3.22	Respond to inquiries during tender period		16	16	4	4	2	8		✔	✔		✔	✔	✔		✔	✔				$5,360	50.0
3.23	Conduct tender analysis and assist with contract negotiations as needed		8	8			2	2		✔	✔			✔	✔		✔	✔				$2,520	20.0
3.24	Prepare tender recommendation letter		1				0.5	1														$240	2.5
3.25	Revise & consolidate construction documents and circulate Issued for Construction documents			8	4	4	1	6														$1,820	23.0
	All Phase 3b Tasks	0.0	35.0	45.0	8.0	8.0	6.5	19.0	0.0														
	Total Cost All Phase 3b Tasks	**$0**	**$5,250**	**$5,400**	**$680**	**$680**	**$1,170**	**$1,900**	**$0**													**$15,080**	**4477.5**
Phase 3c - Construction Administration (22 weeks)																						
3.26	Pre-construction Meeting		8							✔					✔	✔						$1,200	8.0
3.27	Review contractor documentation and schedule		2							✔												$300	2.0
3.28	Address Submittals, Substitution Requests, Tests, RFIs, Shop-Drawings, Samples and Mock-Ups		20	40	20	20	2	4	8	✔	✔		✔	✔	✔	✔	✔	✔				$12,360	114.0
3.29	Weekly site inspections and on-demand site inspections as needed, incl. record photos and site observation notes									✔					✔	✔						$0	0.0
3.30	Bi-weekly Site Meetings incl. minutes (13 trips)		40	20	20					✔					✔	✔						$10,100	80.0
3.31	Prepare Supplemental Construction Documentation (Site Instruction, Change Orders, etc.)		30	50	20	20	2	8		✔	✔			✔	✔	✔	✔	✔				$14,260	130.0
3.32	Prepare and Issue Payment Certificates		14							✔					✔	✔						$2,100	14.0
3.33	Attend Substantial Performance Site Walk		6				2	8		✔	✔			✔	✔	✔	✔					$1,260	16.0
3.34	Prepare and Issue Substantial Performance Deficiency Report		2					4		✔	✔			✔	✔	✔	✔	✔				$300	6.0
3.35	Prepare and Issue Substantial Performance Certificate		1					4														$150	5.0
3.36	Review and Submit Contractor Documentation at Project Completion		2	2						✔	✔			✔	✔	✔	✔	✔				$540	4.0
3.37	Prepare and Submit Record Drawings (as-builts)			8	4			2	40	✔	✔			✔	✔	✔	✔	✔				$5,300	54.0
3.38	Coordinate contractor maintenance & operations manual and review for completeness		1	1	2				8													$1,240	12.0
3.39	Maintenance Site Visits (up to 2), Warranty Review and Preparation of Warranty Reports				6					✔					✔							$510	6.0
3.40	Prepare and Submit Close-Out Documentation		2					2	6													$900	10.0
3.41	Phase 3a Project Coordination & Administration			8																		$960	8.0
	All Phase 3c Tasks	0.0	128.0	129.0	72.0	40.0	6.0	32.0	62.0														
	Total Cost All Phase 3c Tasks	**$0**	**$19,200**	**$15,480**	**$6,120**	**$3,400**	**$1,080**	**$3,200**	**$6,200**													**$54,680**	**8394.0**

Budget and Hour Summary																				
Total Hours	44.50	472.00	722.50	341.00	309.00	98.50	229.50	415.50			Allowance for Land Acquisition Plan & Report (incl. in price below)									2632.5
Hourly Rate	$240	$150	$120	$85	$85	$180	$100	$100												
Staff Member Fees	$10,680	$70,800	$86,700	$28,985	$26,265	$17,730	$22,950	$41,550			$15,000									
Consultant Team Fees Total								$305,660	$76,960	$25,000	$20,000	$18,000	$67,000	$16,100	$7,300	$30,000	$4,175	$5,000	$17,000	$26,250		$618,445
Disbursements								*$22,925*	*$1,000*	*$0*	*$0*	*$0*	*$5,000*	*$0*	*$0*	*$0*	*$1,000*	*$0*	*$1,500*	*$100*		*$31,525*
Total Fees & Disbursements (excl taxes)								Brook McIlroy: Landscape, Urban Design + Architecture **$328,585**	**$77,960**	**$25,000**	**$20,000**	**$18,000**	**$72,000**	**$16,100**	**$7,300**	**$30,000**	**$5,175**	**$5,000**	**$18,500**	**$26,350**		**$649,970**



4.0 WORK PLAN + SCHEDULE



Above: The Franco Ontarian Monument on Queen's Park - designed by Brook McIlroy - creates a flexible gathering place for Ontario's diverse French speaking community

Workplan

PHASE 1: PRE-DESIGN

The objective of Phase 1 is to gain a comprehensive understanding of the existing conditions, as well as the established design and policy framework, in Downtown Sault Ste. Marie. This understanding will be accomplished through a site tour, background research and site analysis, and through meetings with the City's Steering Committee.

Project Kick-Off Meeting and Site Tour

• Meet with City to discuss project background, schedule, communication protocols and to identify issues and opportunities and to understand their perspectives and priorities for project

• Site Tour: Comprehensive site walk to understand and document existing conditions to inform the site analysis work in Phase 1

Key Downtown Stakeholder Interviews

• This meeting is a scoped stakeholder event to meet with only the most important/relevant downtown stakeholders to discuss project and understand their perspective. This may include representatives from the Downtown Association and adjacent property owners

Prepare Project Schedule & Work Plan

• Brook McIlroy will prepare an overall project schedule in a Gantt chart format to outline key deliverables, critical path items and timelines. The schedule will then be used to inform City Staff as well as to coordinate the large team of specialty sub-consultants. The project schedule will be updated at the end of each major phase of work

Initiate Topographic & Geotechnical Surveys

• Brook McIlroy will engaged Tulloch Engineers topographic and geotechnical surveyors to have the work undertaken as soon as possible. It is critical that these surveys take place before snowfall to ensure accuracy

Undertake Stage 1 Archaeological Assessment

• The Stage 1 archaeological assessment report will be prepared in accordance with the Standards and Guidelines for Consultant Archaeologists (2011). The archaeological assessment will be completed by a licensed Ontario Archaeologist. Stefan Bouchard, Professional Archaeologist at WSP Canada Inc. will oversee the archaeological assessment process. The objective of a Stage 1 background study is to evaluate in detail the property's archaeological potential, which will support recommendations for Stage 2 survey for all or parts of the property and to recommend

appropriate strategies for Stage 2 survey (if required). In support of the determination of archaeological potential, the Stage 1 will provide information about the property's geography, history, previous archaeological fieldwork, and current land condition. The archaeologist will review all pertinent provincial and federal government files, specifically the Ontario Archaeological Sites Database (OASDB). If the review and assessment indicates that it is possible that archaeological resources may exist anywhere on the source property, a Stage 2 assessment must be done to investigate and confirm actual conditions. The Stage 2 survey provides an assessment of current land condition, an overview of archaeological resources on the property and a determination of whether any of the resources may be artifacts and archaeological sites with cultural heritage value or interest. It is understood that a Stage 2 survey is not included in the scope of the project and, should Stage 2 survey (or subsequent Stage 3 or 4 studies) be required, will constitute additional work.

File MCEA Schedule A+ Notices

• Research requirements and file all notices required for a Schedule A+ MCEA process, as noted in Addendum #2

Review Base Information and Conduct Background Analysis and Review of By-laws, Codes, Policies, Reports, etc.

Assemble Base Plan Drawing & Build 3D Model of Site

• Prepare a base drawing using topographic survey and background information provided by the City, and any additional existing conditions information gathered through background review and site analysis

• Prepare 3D model of site and immediate context in SketchUp for use during design phases of work

CONDUCT SITE ANALYSIS & PREPARE ANALYSIS DRAWINGS

Research Case Studies

• Conduct research and collect relevant precedent projects to inform design. Summarize findings for use during public events (in presentation and on boards)

Investigate Existing Utilities

• Undertake a desktop investigation into existing utilities to understand location, condition and suitability for reuse in the plaza. This does not include site investigations, should they be required, as the quantity and extent of exiting utilities are unknown at this time. Any site investigation required will be priced for City approval

Perform Feasibility Study of Project Goals vs Budget

• Undertake an initial spreadsheet analysis of project programmatic objectives vs the available capital budget to ensure that the two align. This is essentially a check & balance to ensure the concept budget is enough to cover all project construction costs as the initial capital budget is based on an early concept so may contain inaccuracies

Determine any Additional Property Acquisition Needs

• Analyze topographic survey to determine if any additional (minor) property acquisition is needed to realize project aspirations and prepare plans and reports as necessary to assist City Staff in acquiring property



City Meeting with Lord Cultural Resources

• Lord Cultural Resources will support the design team by developing a public programming framework that identifies the types of arts and cultural activities for the new plaza. This framework will form the basis for the design program that will include, in addition to the permanent stage and amphitheater, spaces for a wide variety of arts and cultural activity. This meeting will be to collaboratively discuss ideas for programming with Lord Cultural in a workshop style meeting with City Staff. Directions from the meeting will be summarize in mintues

• As this meeting occurs at the end of Phase 1, we will also use it to summarize the findings of the phase and discuss Phase 2 work

PHASE 2: PUBLIC ENGAGEMENT, CONCEPT REFINEMENT & COST ESTIMATION

The objective of Phase 2 is to collaboratively develop draft concepts with City Staff and the Public. Meetings held in this phase will be important in forming an overall vision and will help guide design decisions in subsequent phases. Cost Estimates in this phase will ensure that each option is achievable within the capital budget.

City Meeting: Collaborative Workshop

• This collaborative workshop will allow City Staff and the consulting design team to develop concept options for the plaza. The meeting will begin with a presentation by the design team outlining the findings of Phase 1 as well as a detailed overview of the site analysis and case studies. Following the presentation, participants will collaboratively develop concept options for the plaza using large plans and drawing materials provided for the meeting.

Prepare Three Concept Plan Options

• Our team will take the findings of the collaborative design workshop and refine them into three distinct concept options. Each option will include a rendered plan drawing, architectural drawings, lighting approach, seasonal use scenarios, programming scenarios, etc. and will include sections and diagrams as required to illustrate concepts. Concepts to be highly-illustrative, demonstrating the key elements of each option, including circulation and connection considerations, character of space, cultural features, etc.

Prepare Costing for Three Concepts

• AW Hooker will prepare Schematic Design Class 'C' Estimates for each concept

Revise Concept Plans as Required to Align with Budget

City Meeting: Present Three Concepts

• Present three concepts to City Staff, along with costing, for City review and comment. Collaboratively refine concepts based with City Staff

Revise Concepts as Per Feedback & Prepare Public Meeting Materials

• Refine concepts based on City Staff feedback

• Prepare all required materials for public meeting including boards, presentation, handouts, etc.

Public Meeting #1: Concept Options

• Over the past fifteen years, Brook McIlroy has developed effective methodologies and tailored techniques for public participation processes. We work with our clients to determine the most effective methods for outreach and consultation in each community. Our approach is based on an interactive process that focuses on real-time feedback. The process is clear and transparent, providing opportunities to engage with the community, establish clear expectations and create 'buy-in.' We recognize that consultation is also communication – an important opportunity for the client and team to inform, educate, inspire confidence and maximize consensus and support. Our approach ensures all types of stakeholders have a range of opportunities to become involved, which also attracts a diversity of perspectives and input. All of our consultation methods and techniques address this important component, to offer the most comprehensive, insightful and valuable consultation process to our clients. For this public meeting, we will ensure flexibility as we understand that not all community

members have time to fully engage in a formal consultation process, therefore the process must be flexible to engage the greatest number of people. Our mix of techniques ensures that whether a participant has 3 minutes, 3 hours or 3 days available, they can participate.

• In addition to the above, our team will also assist City in planning Public Open House / Community Meeting. Host and facilitate public open house and present three concept options. Following the presentation, design team members will organize an interactive feedback session for participants to provide comments, ask questions and convey their opinions on the concept options.

• Our team will collect and record feedback received at public open house and on all digital mediums (ie. website, social media etc.) in a Public Consultation Summary Report and circulate to City Staff. Report contents may include, but are not limited to: Executive Summary; Guest Sign-In Sheet; Executed Agenda, Copies of Presentation Slides; Design Boards complete with written feedback, Summary of pertinent verbal and written feedback, Summary of pertinent digital feedback collected from all digital mediums; Strategies outlining how to best incorporate public feedback in the selection of a preferred concept

Provide City Staff with Materials so they Can Meet with Stakeholders

Create Preferred Concept

• Based on feedback received from City Staff, public and stakeholders, the design team will create a preferred concept option for the plaza. The preferred concept option will be refined as required to ensure it reflects feedback received as well as to ensure design functionality.

• Develop initial Design Development package including selections for materials, furnishings, fixtures, and design studies for custom elements (stage, waterfeature/skating, washroom, interactive lighting, etc.).

Update Class C Costing for Preferred Concept & Design Development Materials

City Meeting: Preferred Concept Collaborative Workshop

• This collaborative workshop will allow City Staff and the consulting design team to refine the preferred concept option for the plaza. The meeting will begin with a presentation by the design team outlining the findings of the public meeting and to present the preferred concept and design development materials. Following the presentation, participants will collaboratively refine the preferred concept and design development materials for the plaza using large plans and drawing materials provided for the meeting.

Revise Concept as Required as per Feedback from City Workshop & Prepare Public Meeting #2 Materials

Public Meeting #2: Preferred Concept

• The second public meeting will occur quickly following the first meeting due to the aggressive project schedule. This meeting will utilize the same outreach methods from the first meeting to reach as many people as possible.

• This meeting will begin with a presentation of the preferred concept and design development materials. Following the presentation, design team members will organize an interactive feedback session for participants to provide comments, ask questions and convey their opinions on the concept options.

• Our team will collect and record feedback received at public open house and on all digital mediums (ie. website, social media etc.) in a Public Consultation Summary Report and circulate to City Staff. Report contents may include, but are not limited to: Executive Summary; Guest Sign-In Sheet; Executed Agenda, Copies of Presentation Slides; Design Boards complete with written feedback, Summary of pertinent verbal and written feedback, Summary of pertinent digital feedback collected from all digital mediums; Strategies outlining how to best incorporate public feedback in the finalization of the preferred concept

Provide City Staff with Materials so they Can Meet with Stakeholders

City Meeting: Final Design Workshop

• Our team will host the final collaborative design workshop with City staff. The objective of this meeting is to first, review public and stakeholder feedback on the preferred option and design development package. Second, meeting participants will collaboratively refine the plaza design to develop a final concept package.



• Participants will also discuss the forthcoming third phase of work and reconfirm the overall project schedule

Create Final Concept based on Staff and Public Feedback

Undertake Initial Engineering Design for Final Concept to Inform Costing

Update Class C Costing for Final Concept

Submit Package to City

• Submit final concept, design development materials and costing for City Sign-Off prior to proceeding to Phase 3

PHASE 3: FINAL DETAIL DESIGN, TENDER & CONSTRUCTION

The purpose of Phase 3 is to take the final approved concept and develop construction documents, tender the work and administer construction. We have broken Phase 3 down into three distinct phases.

Phase 3a– Construction Documents

The purpose of Phase 3a is to prepare contract documents reflective of the preferred design developed ahead of tendering. This phase will engage City staff with bi-weekly conference calls and two review milestones, one at 50% and one at 95% completion. Prior to all milestone submissions, all drawings will be coordinated between all members of the consulting team. The end of this phase will be marked by completion and contract documents and the application and acquisition of all required permits required to for the construction of the plaza.

Phase 3a tasks:

• City Meeting to discuss Construction Documentation process, tendering approach, permitting and construction schedule

• Prepare Construction Documents to 50%. Document will include (but not limited to): Demolition Plan, Layout plan, Materials Plan, Planting Plan, Grading Plan, Sections, Details, Lighting Drawings, Engineering Drawings, Architectural Drawings, Irrigation Drawings, Rink/Splash Pad & Mechanical Drawings, and Specifications

• Coordinate Construction Documents with Sub-Consultants

• Conduct Internal AODA and CPTED Compliance Review

• Internal Project Team Meeting - 50% Page Turn

• Submit 50% CD package to City for review

• Finalize construction documents to 95%

• Coordinate Construction Documents with Sub-Consultants

• Prepare pre-tender Class B cost estimate

• Internal quality assurance review

• Apply for Building Permit

• Prepare Tender Front End Documents (based on CCDC 2 contract) (any required supplementary conditions provided by City)

• Prepare bid form for Stipulated price contract (CCDC 2) and other pricing schedules or breakout prices for tender documents

• Submit 95% CD package to City for review

• Prepare pre-tender design brief

• Present to Council (incl. preparation of presentation)

Phase 3b – Tender

The purpose of Phase 3b is to assist the City in tendering the Civic Plaza.

Phase 3b tasks:

• Finalize Tender Package (based on CCDC 2 contract)

• Prepare signed and sealed construction documents for tender

• Submit tender documents to City for procurement department to tender

• Respond to inquiries during tender period

• Conduct tender analysis and assist with contract negotiations as needed

• Prepare tender recommendation letter

• Revise & consolidate construction documents and circulate Issued for Construction documents

Phase 3c – Construction Administration

The purpose of Phase 3c is for the consultation team to act as the Owner's agent through the construction period to ensure the plaza is constructed as intended and described in the contract documents.

Brook McIlroy has teamed with local engineers and architects (Tulloch & MGP) to act as the weekly site inspectors for this phase of work. They will attend weekly site inspections and attend additional meetings as requested by the contractor. Brook McIlroy will attend bi-weekly site progress meeting throughout the construction period. Sub-consultants will also attend site progress meetings or inspections as needed.

Our team will coordinate construction administration including: attend, record and circulate minutes of construction meetings; perform regular progress site reviews to confirm compliance of work; host bi-weekly progress meetings; respond to all RFIs and prepare clarifications/ site instructions; review, and approve all shop drawings, samples and submissions for conformance; prepare change orders; review and approve payment draws, claims and issue progress certificates; determine substantial completion date; receive from contractor, review, comment on and forward the written warranties and related documents to the City and attend and verify the operation of all systems during the commissioning and report on same.

Phase 3c tasks:

• Pre-construction Meeting

• Review contractor documentation and schedule

• Address Submittals, Substitution Requests, Tests, RFIs, Shop-Drawings, Samples and Mock-Ups

• Weekly site inspections and on-demand site inspections as needed, incl. record photos and site observation notes

• Bi-weekly Site Meetings incl. minutes (13 trips for BMI)

• Prepare Supplemental Construction Documentation (Site Instruction, Change Orders, etc.)

• Prepare and Issue Payment Certificates

• Attend Substantial Performance Site Walk

• Prepare and Issue Substantial Performance Deficiency Report

• Prepare and Issue Substantial Performance Certificate

• Review and Submit Contractor Documentation at Project Completion

• Prepare and Submit Record Drawings (as-builts)

• Coordinate contractor maintenance & operations manual and review for completeness

• Maintenance Site Visits (up to 2), Warranty Review and Preparation of Warranty Reports

• Prepare and Submit Close-Out Documentation

4.1 APPROACH TO SCHEDULE MANAGEMENT



Above: Brook McIlroy's design for the Guelph Civic Museum created a flexible open space that is used for events, children's programming and ceremonies.

overview

The aggressive schedule the City of Sault Ste. Marie is targeting for the design of the Civic Plaza will be challenging as this is a complex design and coordination exercise that involves numerous specialty sub-consultants and public consultation. In our experience, projects of similar value and complexity typically have a longer design and construction documentation period prior to tender and construction. However, we understand that sometimes an aggressive schedule is necessary to build on public and council support for important public realm projects. To ensure this project is delivered on time and on budget, our team will use the following strategies:

A Clear Project Schedule

We will establish a project schedule for ourselves and our sub-consultants that outlines objectives and adheres to the schedule of milestone dates as set out in the RFP and reconfirmed at project initiation. Through our experience, we have developed a practical understanding of the costs, timelines, studies, etc. related to project delivery of complex landscape architectural assignments which ensures we can provide the City of Sault Ste. Marie with comprehensive implementation recommendations for the project delivery schedule.

Clear Communication

We pride ourselves on establishing clear lines of communication to lay the groundwork for the successive phases of the project. This communication takes place through a number of channels, but must always be thoroughly documented and passed on to appropriate team members. While we strive for clarity in our own communication, we also insist on it from our collaborators.

We have experience with numerous landscape architectural and urban design projects of similar scale and scope and can anticipate possible challenges to bring the project to successful completion within the outlined schedule. We will regularly review these issues internally and bring our findings to the attention of City Staff as required.

Navigating the Approvals Process

To meet the aggressive project schedule, we will set up a mandatory approvals checklist and timeline that sets out how approvals will be secured and who is responsible to provide sign off. We will work closely with City Staff to ensure that any roadblocks are identified early so that the project is not delayed by unforeseen circumstances.

Resourceful Problem Solving

Our office includes a mix of landscape architects, architects, planners, urban designers, and artists. At any time throughout the process, we can draw on the experience of any of these disciplines to ensure a plan that is forward-thinking, feasible and practical. We regularly review staffing

4.2 APPROACH TO BUDGET & RISK MANAGEMENT

allocation and adjust it according to the project schedule.

Balancing Budget with Design Aspirations

Our team has a track record for keeping projects on time and on budget. We understand that the City of Sault Ste. Marie has allocated a fixed construction budget for this project. We are committed to the City's vision to create a safe and meaningful community gathering place. At the same time, we are experienced at working within defined budgets, and all design and material choices will be weighed against the value that a specific decision brings to the project. We are always open to developing innovative and budget-conscious strategies to translate our design vision into reality.

Cost Control + Efficiency

We recognize the importance of executing a project in the most efficient and cost-effective manner possible. This can be achieved by both periodic checks and balances, starting in the early stages of design, and carried all the way through to the end of the project. At the end of each phase, the project is analysed to ensure that both the schedule and budget are being adhered to.

We extend our cost efficiency approach to a paperless office throughout all our projects, using digital documentation and avoiding unnecessary printing, where possible. We would work with the City to review documents, receive feedback and hold meetings / presentations in a highly digital and multi-media manner; which not only will decrease costs, but also produces a more efficient timeline.

Resource Planning

Brook McIlroy's personnel allocation for all projects includes at least one senior staff member and a multi-talented support team dedicated to the realization of the project. This arrangement of key personnel would be maintained from project commencement to completion ensuring uninterrupted management for the job. We also have the necessary staffing arrangements to ensure that project schedules can be met and the necessary support is provided to the City at all times.

Risk Management

Our team has made the necessary staffing arrangements to ensure that the proposed schedule and deliverables will be met. Though the possibility for a staff team member to become unavailable is rare, we always ensure to have an alternate individual available in place to help with management of the process. In this way, staff members are each allocated an alternate who is involved in the whole process, and able to step-in immediately, should the need arise. We confirm that our team is available and able to conduct the project within the expected timelines by utilizing our extensive experience project managing projects of similar scope and successfully completing them on time.



Above: Blank facades facing he square would ideally become activated. The City could explore incentives to help property owners.

5.0 TECHNICAL RESPONSE TIME

Brook McIlroy's team of Landscape Architects, Architects and Urban Designers are accustomed to remotely administering construction in cities across Canada and especially in Northern Ontario. We regularly team with local professionals to collaboratively administer complex public realm construction projects, as evidenced by our successful delivery of Thunder Bay's $120 million waterfront park, which was led out of our Toronto office by a team including Colin Berman, who acted as the Landscape Architectural project manager.

For the Civic Plaza in Sault Ste. Marie, Brook McIlroy has teamed with local engineers and architects (Tulloch & MGP) to act as the weekly site inspectors for the Contract Administration phase of work. They will attend weekly site inspections and attend additional meetings as requested by the contractor. Brook McIlroy will attend bi-weekly site progress meeting throughout the construction period and additional meetings as required to address emergency construction issues.

Brook McIlroy's team of sub-consultants will also attend site progress meetings or inspections as needed to review their scope of work.

Tulloch's team of Civil Engineers will act as the weekly site inspectors on behalf of Brook McIlroy, reviewing all landscape and civil work.

MGP's team of Mechanical Engineers, Electrical Engineers and Architects will act as the weekly site inspectors on behalf of Brook McIlroy, reviewing all architectural scope. MGP will also act as the weekly site inspector for Electrical work, on behalf of Mulvey & Banani.

Response Times:
When requested to review construction work on site by either the contractor or the City, the team can be available as quickly as:

Tulloch & MGP:
same day

Brook McIlroy (landscape & architecture):
24 to 48 hours

Cimco, Creative Irrigation Solutions, Mulvey & Banani:
48 hours



Above: Brook McIlroy's Toronto Studio. Our firm also has offices in Thunder Bay and Toronto.

6.0 REFERENCES

DOWNTOWN GUELPH BUILT FORM STANDARDS AND STREETSCAPE MANUAL

David Degroot
Senior Urban Designer, City of Guelph

1 Carden Street
Guelph, Ontario
N1H 3A1

519.822.1260 x2358
david.degroot@guelph.ca

THUNDER BAY WATER GARDEN PAVILION

Paul Pepe
Tourism Manager, City of Thunder Bay

City of Thunder Bay Tourism Division
34 North Cumberland Street, Suite 701
Whalen Building, Thunder Bay, Ontario
P7E 4L4

807.625.3880
ppepe@thunderbay.ca

THUNDER BAY WATERFRONT MASTER PLAN

Werner Schwar
Coordinator-Park Planning, City of Thunder Bay

Parks DIvision, City of Thunder Bay
111 Syndicate Ave. South
Thunder Bay, ON
P7E 6S4

807.625.2806
wschwar@thunderbay.ca

APPENDIX

A1 TEAM RESUMES

BrookMcIlroy/

Anne McIlroy / Principal
B.F.A. (Hons), B.Arch., FRAIC, FCIP, RPP



biography

Anne McIlroy is a Principal of Brook McIlroy, and has over thirty years of experience as an urban designer and project manager for urban design projects in Canada and the United States. Anne has particular expertise with sustainable university, waterfront and community master plans and urban design guidelines.

Anne is the vice-chair of the National Capital Commission Advisory Committee on Planning Design and Realty (2014 to present) and Chair of the Toronto Community and Housing Design Review Panel (2012 to present). Anne is a recognized expert in public consultation and serves as a Juror for Urban Design Award programs throughout Canada and the United States. She speaks regularly as a sessional lecturer for universities and on topics of sustainable community design.

education

University of Toronto, Toronto, Ontario
Bachelor of Architecture (Hons.) 1986
Bachelor of Fine Arts (Hons.) 1986

work experience

Principal, Brook McIlroy
Toronto, Ontario ..... *2000 - Present*

Senior Associate,
Cochrane Brook Planning & Urban Design
Toronto, Ontario ..... *1997 - 2000*

Urban Designer,
Walker Nott Dragicevic Associates
Toronto, Ontario ..... *1992 - 1997*

Urban Designer,
Brisbin Brook Beynon Architects
Toronto, Ontario ..... *1990 - 1991*

Urban Designer / Planner, University of Toronto
Toronto, Ontario ..... *1989 - 1990*

Architectural Designer, Tchaik Chassay Architects
London, England ..... *1986 - 1988*

Architectural Designer (student),
Montgomery Sisam Architects
Toronto, Ontario .....*1981 - 1984 & 1986 - 1989*

professional associations

- Fellow, Royal Architectural Institute of Canada
- Fellow, Canadian Institute of Planners
- Member, Ontario Professional Planners Institute

professional affiliations / current

- Vice Chair, Advisory Committee on Planning, Design and Realty for the National Capital Commission
- Chair, Toronto Community Housing Design Review Panel

professional affiliations / past

- Founding Chair (2000-2010) and member (to 2014), Urban Design Working Group, Ontario Professional Planners Institute
- Past Chair, City of Mississauga Design Review Panel (2009-2015)
- Past Member, Waterfront Toronto, Design Review Panel (2007-2012)
- Past Chair, Institute of Child Study, University of Toronto Daycare Board (2005-2008)

relevant project experience

/ CAMPUS MASTER PLANNING

- University of Ottawa Campus Master Planning
- Carleton University, Campus Master Plan Update
- University of Toronto, Huron Sussex Neighbourhood Planning Study
- York University, Secondary Plan
- Memorial University, St. John's Campus Plan
- Memorial University, Fisheries & Marine Institute Campus Master Plan
- Fleming College, Frost Campus Master Plan
- Dartmouth College, Downtown Master Plan
- Memorial University, Cornerbrook Campus Plan
- University of Prince Edward Island, Campus Master Plan
- University of Saskatchewan, Core Area Master Plan
- University of Lethbridge, Expansion Plan

/ NEIGHBOURHOODS AND COMMUNITIES

- North Oakville Secondary Plan and Urban Design Guidelines, Town of Oakville
- Clair Maltby Secondary Plan and Urban Design Guidelines, Guelph
- Built Form Standards for Mid-Rise Buildings and Townhouses, Guelph
- Boyne Survey Area Secondary Plan and Urban Design Guidelines, Milton
- Hewitt Secondary Plan and Urban Design Guidelines, Barrie
- Salem Secondary Plan and Urban Design Guidelines, Barrie
- Block 27 Secondary Plan, City of Vaughan
- Premier Gateway Phase 1B Employment Corridor Secondary Plan and Urban Design Guidelines, Halton Hills

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BrookMcIlroy/
Anne McIlroy / Principal
B.F.A. (Hons), B.Arch., FRAIC, FCIP, RPP

experience (continued)

- Highway 404 Employment Corridor Secondary Plan and Urban Design Guidelines, East Gwillimbury
- Residential Intensification and New Community Design Guidelines, City of Kingston
- Community Expansion Master Plan and Urban Design Guidelines, Town of Milton

/ DESIGN GUIDELINES

- Vaughan City-Wide Urban Design Guidelines
- Downsview Park Sustainability Guidelines, Toronto
- Humber Bay Shores Urban Design Guidelines Update, Toronto
- Bloor-Yorkville Urban Design Guidelines, Toronto
- Residential Intensification & New Community Guidelines, Kingston
- Milton Phase 1 Expansion Urban Design Guidelines

/ STREETSCAPES

- Richmond Hill Public Realm Master Plan
- Downtown Streetscape & Built Form Standards, Guelph
- Downtown Transportation & Streetscape Study, Oakville
- Designing Great Streets: Context Sensitive Solutions for Regional Streets, York Region
- Princess Street Streetscape Design, Kingston
- Main Street Streetscape Design & Urban Design Guidelines, Cambridge
- Jarvis Street Transformation, Toronto
- St. Clair Avenue West Transit Improvements Project, Toronto
- Water Street Redevelopment, Thunder Bay
- Town of Markham, Highway 48 Corridor Study

/ URBAN CENTRES

- Allenbury Gardens Community Master Plan, Toronto
- Avenue Road Avenue Study, Toronto
- Bloor Street West Avenue Study, Toronto
- Bloor-Yorkville Master Plan, Toronto
- Burlington Downtown Waterfront Implementation Plan
- Burlington Downtown Urban Design Guidelines
- Cambridge Riverside Park Master Plan
- Core Area Intensification Study, Region of Waterloo
- Downsview Park Master Plan, Toronto
- Downtown Built Form Standards and Streetscape Manual, Guelph
- Milton Community Expansion Master Plan
- North Oakville Secondary Plan, Toronto
- Rockcliffe Sustainable Neighbourhood Development, Ottawa
- St. Clair Avenue West Avenue Study, Toronto
- Toronto Avenues & Mid-Rise Buildings Study
- Vaughan Health Campus of Care
- Yonge Street North Planning Study, Toronto

/ BIO-MEDICAL AND RESEARCH

- University of Toronto Sunnybrook Reichman Cancer Research Centre
- Innovation Place, Saskatoon

/ TRANSIT AND MOBILITY HUBS

- Burlington Mobility Hubs Study
- Toronto Avenues and Mid-Rise Buildings Study
- Oakville Transportation and Streetscape Study
- Context Sensitive Solutions for Regional Streets, York Region
- Waterloo Station Area Planning
- Dundas West/Bloor Mobility Hub Master Plan, Toronto
- Brampton Mobility Hub Urban Design Plan and Guidelines
- Kennedy Station Mobility Hub Study, Toronto
- Markham Centre Mobility Hub Study
- James Street North Mobility Hub Study, Hamilton
- Dundas/Hwy-427 Planning Framework, Toronto

/ WATERFRONTS

- Burlington Beach Master Plan, Burlington
- Burlington Waterfront Implementation Plan, Burlington
- Prince Arthur's Landing Waterfront Master Plan, Thunder Bay
- Mississauga Waterfront Master Plan, Mississauga
- Waterfront Parks Strategy, Mississauga
- Whitby Waterfront Parks and Open Space Master Plan, Whitby
- Marina Park Master Plan, Thunder Bay
- Windsor Central Riverfront Implementation Plan, Windsor

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BrookMcIlroy/

Colin Berman / Senior Associate, Landscape Architect & Urban Designer

B.Arch.Sci., OALA, CSLA



biography

Colin Berman is a Senior Associate with Brook McIlroy and is a licensed Landscape Architect. Colin leads the Landscape Architectural practice group, focusing on design, project oversight, key sector business development, client/stakeholder relations and staff management.

Colin has managed landscape architectural, urban design, transportation and construction projects for clients throughout Canada. He has a wide variety of design and project management experience including municipal and federal parks, downtown revitalization studies, low impact development, environmental assessments, naturalization and habitat creation, streetscape and public realm plans, institutional and development landscapes, installation designs, development projects, and residential gardens. Colin has planned public consultation strategies and facilitated events for a range of public realm projects, focusing on a collaborative, task-based approach to public participation.

Colin has extensive experience developing design solutions and managing complex studies with large teams of design and engineering professionals. He understands that building and maintaining strong and on-going working relationships creates an environment in which public realm projects can succeed.

education

Ryerson University, Toronto, Ontario
Bachelor of Architectural Science *2002*

work experience

Senior Associate / Landscape Architect
Brook McIlroy
Toronto, Ontario ..... *2010 - Present*

Landscape Architect
Martin Wade Landscape Architects
Toronto, Ontario ..... *2004 - 2010*

Junior Landscape Architect
The HOK Planning Group
Toronto, Ontario ..... *2003 - 2004*

volunteer

OALA Prof. Practice & Ethics Committee..... *2013 - Present*
OALA Examining Board..... *.2010 - Present*
OALA Councillor..... *2006 - 2008*

professional associations

- Member, Ontario Association of Landscape Architects
- Member, Canadian Society of Landscape Architects
- Member, Manitoba Association of Landscape Architects
- Member, Saskatchewan Assoc. of Landscape Architects
- Member, American Society of Landscape Architects

peer review & judging experience

- Panel Member, Hamilton Design Review Panel, 2016 -present
- Judge, Livable City Design Awards, City of Kingston, 2011, 2014 & 2017
- Judge, Livable by Design Awards, Town of Oakville, 2017
- Consulting Site Plan Application Reviewer for King Township, 2011-present
- Consulting Development Application Reviewer for University of Saskatchewan, 2010-present

project experience

/ DEVELOPMENT

- 41408-1420 Bayview Avenue, Toronto, 2018 - present
- 2100 Yonge Street, Toronto, 2018 - present
- 25 Mabelle Avenue, 2018 - present
- 400 Front Street West, Toronto, 2017 - present
- 'Line 5', 117-127 Broadway Ave., Toronto, 2018 - present
- 'ARTWORKS', Block 17S, Regent Park, Toronto, 2017-present
- 'DuEast', Block 16S, Regent Park, Toronto, 2016-present
- 2 Queen Street East, Toronto, 2016-present
- 110 Broadway Ave, Toronto, 2017-present
- 2128 Yonge Street, Toronto, 2017-present
- 'The Duke', 2803 Dundas St. W., Toronto 2011-2017

/ PARKS AND LANDSCAPE

- Rouge National Urban Park Branding, 2019-present
- Rees Ridge, Waterfront Toronto, 2018-present
- Lake Wilcox Park Youth Area, Richmond Hill, 2015-present
- Burloak Regional Waterfront Park, Halton Region, 2016-present
- Guelph Civic Museum Landscape, Guelph, 2014-2017
- Belfountain Complex Management Plan, Credit Valley Conservation, 2015-present
- Riverside Park Strategic Land Use Plan, Cambridge, 2013

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Colin Berman / Senior Associate, Landscape Architect & Urban Designer
B.Arch.Sci., OALA, CSLA

project experience cont'd

/ NATURALIZATION & LOW IMPACT DEVELOPMENT

- Pearl Street Roundabout Bioswale, Thunder Bay, 2011-2015
- Sleeping Giant Parkway Bioswale, Thunder Bay, 2015-present
- Algonquin College Stormwater Pond Naturalization, Ottawa, 2016-present
- Cleantech Commons Stormwater Pond, Trent University, Peterborough, 2017-present
- Lakeshore Road Stormwater Capture Stategy, Oakville, 2016-present
- Waterfront Stream & Pond Naturalization, Thunder Bay, 2013-2015

/ STREETSCAPES

- George Street Revitalization, Toronto, 2019-present
- Lakeshore Road Detailed Design, Oakville, 2016-present
- King Road and Keele Street Streetscape Design, King Township, 2016-present
- Downtown Streetscape Manual & Built Form Standards, Guelph, 2013-2014
- Brodie Street Streetscape Design, Thunder Bay , 2016
- North-South Active Transportation Corridor Ananlysis, Thunder Bay, 2015
- Downtown Oakville Transportation & Streetscape Study, 2013-2015
- Designing Great Streets: Context Sensitive Solutions for Regional Streets, York Region, 2011-2013
- Princess Street Streetscape Design, Kingston, 2011
- Main Street Streetscape Design & Urban Design Guidelines, Cambridge , 2010-2011
- Buffer Planting for Wind Farm, Goderich , 2013
- Lower Harwood Avenue Study and Street Treatment Design, Town of Ajax, 2011

/ UNIVERSITIES & COLLEGES

- Victoria University Grounds Master Plan, University of Toronto, 2017-present
- Mohawk College Sustainable Landscape Master Plan, 2014-2015
- College Quarter Master Plan, University of Saskatchewan, 2010
- 'The GreenWay' Detailed Design & Construction, University of Saskatchewan, 2010-2011

/ WATERFRONTS

- Oshawa Harbour Lands Study, 2019-present
- Prince Arthur's Landing Waterfront Master Plan Implementation, Thunder Bay, 2010-present
- Whitby Waterfront Master Plan, Whitby, 2011-2013
- Cambridge Riverside Dam Class EA, Cambridge, 2012-present
- Lakeview Waterfront Connection EA, Mississauga, 2011-2013

/ URBAN DESIGN

- Milton Education Village Secondary Plan, 2017-present
- City-Wide Urban Design Guidelines, City of Vaughan, 2016-2018
- Built Form Standards, City of Guelph, 2016-2017
- Public Realm Master Plan, Town of Richmond Hill, 2015-2017
- Urban Design & Landscaping Guidelines, Thunder Bay, 2011-2012

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BrookMcIlroy/

Sean Serino, Principal / Architect

BEDS, M.Arch. / OAA, MRAIC



biography

Sean Serino is an architect and Principal with Brook McIlroy, Sean holds a Masters in Architecture from Dalhousie University and a Bachelor of Environmental Design from the University of Manitoba. Sean has over sixteen years of experience and is fluent in all phases from pre-design to construction documents, and contract administration to management.

Following the successful completion of the City of Thunder Bay – Prince Arthur's Landing redevelopment, where Sean was construction administration lead, Sean moved into the role of Project Architect for the design and construction of Thunder Bay's 4-Star Waterfront Hotel. Staying rooted in Thunder Bay's waterfront development Sean will transition to construction administration lead for the new Thunder Bay Art Gallery.

In addition to his ongoing work on the Thunder Bay waterfront Sean has been instrumental in developing Brook McIlroy's presence in Thunder Bay and Northwestern Ontario. Over the past few years, Sean has managed over fifteen projects for the Lakehead District School Board, from new construction and interior renovations to landscaping upgrades. He is currently the project architect for major renovations and additions to Westgate Collegiate and Vocational Institute in Thunder Bay, and to Rainy River High School for the RRDSB. In general, Sean acts as project manager and prime contact for most of Brook McIlroy's school board projects in Northwestern Ontario.

As a Thunder Bay native, Sean brings astute awareness and familiarity to the City and region as well as communities in Northern Ontario. Sean has been an active participant in the downtown renewal of Thunder Bay.

education

Dalhousie University, Halifax, Nova Scotia
Masters of Architecture *2005*

University of Manitoba, Winnipeg, Manitoba
Bachelor of Environmental Design.....*1999*

Lakehead University, Thunder Bay, Ontario
Undergraduate Studies *1996*

experience

Senior Associate / Project Architect, Brook McIlroy
Thunder Bay, Ontario .....*2010 - Present*

Project Architect, Superkul inc. architect
Toronto, Ontario ..... *2007 - 2010*

Project Architect, Taylor Smyth Architect
Toronto, Ontario ..... *2006 - 2007*

Intern Architect, David Fujiwara Architect
Toronto, Ontario *2006*

professional associations and awards

- Member, Royal Architectural Institute of Canada
- Member, Ontario Association of Architects

sample work experience with Brook McIlroy

/ URBAN CENTRES, COMMERCIAL, INSTITUTIONAL

- Thunder Bay Art Gallery, Thunder Bay
- Waterfront Hotel and Conference Centre, Thunder Bay
- Baggage Building Arts Centre, Thunder Bay
- Pond Pavilion, Thunder Bay
- Festival Storage, Thunder Bay
- Water Garden Pavilion, Thunder Bay

/ WATERFRONT, LANDSCAPE, TRANSIT

- City Hall Transit Improvements, Thunder Bay
- Prince Arthur's Landing Implementation Plan, Thunder Bay
- Marine Work at Prince Arthur's Landing, Thunder Bay
- Civil Infrastructure at Prince Arthur's Landing, Thunder Bay
- City of Thunder Bay, New Transit Shelters
- City of Thunder Bay, City Hall & InterCity Transit Design

/ ACADEMIA

- Lakehead District School Board, Thunder Bay
  - Westgate HS renovations and additions
  - Ecole Gron Morgan renovations
  - Ecole Gron Morgan landscape design
  - Chruchill HS / Hammarskjold HS interior renovations
  - Algonquin / Ogden exterior renovations
  - Kingsway / Hyde Amalgamation Study
- Rainy River District School Board
  - Atikokan Schools Amalgamation Study
  - Rainy River K-12 Amalgamation
- Lakehead University, various projects, Thunder Bay

/ RESIDENTIAL

- VUE on the Water Condominium Development, Thunder Bay
- 603 Red River Road, renovation, Thunder Bay
- Hampe Residence, Thunder Bay
- Calonego, Thunder Bay

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BrookMcIlroy/

Richard Gillies / Architect
BEng, BEDS, M.Arch, OAA



biography

Richard Gillies is an architect with a broad range of international experience gained over the past seven years and` brings a creative problem-solving eye to all aspects of his work. Richard has been involved with school, healthcare, residential, mining, retail, commercial office, and community centre projects scattered between Canada, Australia, New Zealand, and Tanzania. From this experience, gained both through working and travelling, he has developed a growing interest in urban design issues and regional building practices.

His most recent experience with Brook McIlroy includes leading the contract administration of the Westgate Highschool renovation project. Prior to joining Brook McIlroy, his work with Architectus of New Zealand included documentation and general review for a number of commercial and mixed-use developments, each with construction budgets over $50 million. He earned a Bachelor of Environmental Design Studies and a Master in Architecture from Dalhousie University. He also holds a Bachelor of Civil Engineering and worked as a graduate structural engineer in Victoria before deciding to return to university to study architecture.

education

Dalhousie University, Halifax
Master of Architecture.....*2011*

Dalhousie University, Halifax
Bachelor of Environmental Design Studies.....*2009*

Lakehead University, Thunder Bay
Bachelor of Civil Engineering.....*2006*

work experience

Architect, Brook McIlroy
Thunder Bay.....*2018-Present*

Graduate Architect, Architectus Ltd
Auckland, New Zealand.....*2015-2018*

Graduate Architect, Allison Architects Ltd
Auckland, New Zealand.....*2013-2015*

Graduate Architect, Francis Group Architects
Auckland, New Zealand.....*2013*

Intern Architect, PBK Architects
Thunder Bay.....*2012-2013*

Intern Architect, WAT-HST
Dar es Salaam, Tanzania.....*2011-2012*

EIT, Read Jones Christoffersen
Victoria.....*2006-2007*

relevant experience

/ ACADEMIC
- Westgate Highschool Renovation, Thunder Bay

experience prior to Brook McIlroy

/ ACADEMIC
- Saint Paul's Administration and Primary School Building, Auckland
- Roselle School House and Library, Auckland

/ COMMERCIAL
- Long Bay Village Mixed-Use Centre (supermarket and commercial tenancies), New Zealand
- Office Fanshawe, 7 storeies, Auckland
- Office Sylvia Park, 10 stories, Auckland
- Dior Storefront, Auckland
- Dior Storefront (Collins Street), Melbourne
- Dior Storefront (David Jones), Melbourne

/ RESIDENTIAL
- Long Bay Village Mixed-Use Centre (apartments), New Zealand
- O'Rorke Student Residences Upgrade, Auckland
- Housing and commercial property development plans in Auckland
- Low income housing developments, Tanzania

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BrookMcIlroy/

Tsugumi Kanno / Landscape and Urban Designer
B. Arch., M. Arch. / LEED AP., OALA Associate



biography

Tsugumi Kanno is an Intern Landscape Architect at Brook McIlroy. She received both a Bachelors and a Masters degree in architecture from Nihon University in Japan and a Masters degree in Urban Design from the Berlage Institute in the Netherlands. Tsugumi has seven years of practical work experience in landscape architecture. Prior to joining the landscape architecture team, she worked for many years as an architectural and urban designer at Brook McIlroy.

At Brook McIlroy, Tsugumi has been a key player on waterfront development projects such as Prince Arthur's Landing in Thunder Bay, which has received twenty-one awards from organizations internationally. Tsugumi is particularly interested in low impact development and has worked on several stormwater management ponds, wet meadows, and swale design.

Tsugumi has extensive experience in designing and coordinating contract documents for a wide variety of projects including municipal parks, institutional and development projects, streetscape design, infrastructure improvement and low impact development.

education

The Berlage Institute Rotterdam, The Netherlands
Masters of Architecture *2002*

Nihon University, Tokyo, Japan
Master of Engineering in Architecture *1999*

Nihon University, Tokyo, Japan
Bachelor of Engineering in Architecture *1999*

experience

Intern Landscape Architect, Brook McIlroy
Toronto, Ontario .....*2011- Present*

Intern Architect/Urban Designer, Brook McIlroy
Toronto, Ontario ..... *2004 - 2011*

Graduate Architect, drftwd
Amsterdam, Netherlands ..... *2003 - 2004*

Project Assistant, Toyo Ito Office
Amsterdam, Netherlands *2002*

relevant experience

/ UNIVERSITIES
- University of Toronto Innis College Feasibility and Concept Study Landscape Design
- University of Toronto Victoria College Open Space Master Plan
- Carleton University Campus Master Plan
- McMaster University Campus Master Plan
- Mount Royal College Master Plan
- University of Saskatchewan College Quarter Master Plan
- Fleming College Frost Campus Master Plan

/ STREETSCAPES
- King Road & Keele Street Streetscape
- Eglinton Connects Planning Study, City of Toronto
- Designing Great Streets: Context-Sensitive Solutions, York Region
- BRT Transitway, City of Saskatoon
- St. Clair Avenue West Transit Improvements, Toronto Transit Commission

/ WATERFRONTS
- Thunder Bay Waterfront Trail and Art Gallery Site Prep
- Burloak Regional Waterfront Park
- Prince Arthur's Landing Master Plan and Implementation, City of Thunder Bay
- Waterfront Parks and Open Space Plan, Town of Whitby

/ URBAN CENTRES
- 400 Front Street West
- Allenbury Gardens Community Master Plan, Toronto
- Downsview Park Master Plan, Toronto
- Stanley Greene Neighbourhood Precinct Plan, Downsview Park, Toronto

/ STORMWATER PONDS
- Trent Cleantech Common, City of Peterborough
- Algonquin SWM Pond, Ottawa

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BrookMcIlroy/

Afshin Ashari/ Intern Landscape Architect
B.Eng,MLA,OALA Assoc.



biography

Afshin Ashari graduated from the University of Toronto in 2016 with a Masters of Landscape Architecture. Taking advantage of his interdisciplinary background in landscape architecture, architecture, and computer science, he focused his studies on geometry as it applies to landscape architecture—in particular, the inherent geometries that underlie landscape, public space, and the flow of people. He is interested in process-based design and its potential applications for landscape architecture, and the methods of design and representation that stem from parametric and computational thinking—the relationship between input, output, and algorithm.

Prior to working at Brook McIlroy, he was engaged in a range of architectural and landscape architectural projects, including "The Pause", a pavilion which won the Highly Commended Award in the 2017 World Architecture Festival in Berlin. The pavilion uses brick, mirror, metal, and light to create an atmosphere of heightened senses. His student work "The Power of Paths" was published on the World Landscape Architecture website.

education

University of Toronto, Toronto, Ontario
Master of Landscape Architecture.....*2016*

Azad University of Tehran, Tehran, Iran
Master of Architecture.....*2012*

Azad University of Tehran, Tehran, Iran
Bachelor of Computer science.....*2010*

work experience

Intern Landscape Architect, Brook McIlroy
Toronto, Ontario..... *2018-Present*

Intern Landscape Architect, Holbrook & Associates
Toronto, Ontario.....*2016-2018*

Intern Landscape Architect, Work-Study ,University of Toronto
Toronto, Ontario.....*2016*

Teaching Assistant, University of Toronto
Toronto, Ontario.....*2015*

Design Assistant, BOEHME Group
Toronto, Ontario.....*2013*

Architectural Design Assistant, Ashari Architects
Shiraz ,Iran.....*2010-2012*

relevant experience

Landscape Architecture:

/ PARKS AND OPEN SPACES

- Rees Park Competition, Toronto
- Belfountain Complex , Credit Valley Conservation
- Royal Ontario Museum East Entrance, Toronto
- RV park-Red Rock town, Thunder Bay
- Stratford Theatre landscape , Stratford

/ MIXED-USE DEVELOPMENT

- 110 Broadway Ave, Toronto
- 117 Broadway Ave, Toronto
- 25 Mabelle Ave, Toronto
- 260 King St, Toronto
- 400 Front st, Toronto
- 95 St Joseph St, Toronto

/ NATURALIZATION & LOW IMPACT DEVELOPMENT

- Algonquin College Stormwater Pond Naturalization, Ottawa

/ STREETSCAPES

- Lakeshore Road, Oakville

/ UNIVERSITIES & COLLEGES

- Victoria University , University of Toronto

/ WATERFRONTS

- Thunder bay Waterfront Development Phase 2

Architecture:

- 45m2 Home, Shiraz, Iran
- Gheisizadeh Residential Apartment , Shiraz, Iran
- The Pause, Shiraz, Iran

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BrookMcIlroy/

Albertus Viljoen/ Intern Landscape Architect
M.L.Arch, B(Hons)L.Arch, B.Sc L.Arch, OALA Assoc.



biography

Albertus Viljoen is an Intern Landscape Architect with Brook McIlroy, holding a Bachelor, Honors and Master of Landscape Architecture degree from the University of Pretoria. He is a confident and driven Landscape Architect who is self motivated with a strong background in Landscape Architecture, Planning, Project Management and Urban Design.

Albertus is passionate about the environment and strives to always find a means to creatively marry the ecological essence of the world we live in, to create spaces where nature and people both thrive. Cultural, ecological, environmental and rehabilitation planning is what strengthens his design resolve to make for successful modern day landscape architectural practice. Albertus endeavors to design for people and nature alike, creating spaces and environments where people want to play, linger, live and stay : ***"scale and fabric is what gives space identity"***

Since joining the team, Albertus has been involved in projects of various scales and types including streetscapes, historic preservation, waterfront development and trail design, cultural placemaking and institutional landscapes. Albertus was also part of the project design team and Landscape Architect for the Steyn City Parkland Estate development, noted as the largest development of it's kind in the southern hemisphere, at the time.

education

University of Pretoria, Gauteng, South Africa
Master of Architecture *2012*

University of Pretoria, Gauteng, South Africa
Honours Bachelor of Landscape Architectural Science *2011*

University of Pretoria, Gauteng, South Africa
Bachelor of Landscape Architectural Science *2009*

experience

Intern Landscape Architect, Brook McIlroy
Thunder Bay , Ontario, Canada ..... *2017 - Present*

Landscape Architect, Golf Data Holdings
Johannesburg, GP, South Africa ..... *2014 - 2017*

Landscape Architect, Aurecon
Pretoria, GP, South Africa *2013*

Researcher of Green Star Rating Tools, University of Pretoria
Pretoria, GP, South Africa *2010*

Junior Landscape Architect, Insite Landscape Architects
Centurion, GP, South Africa *2010*

professional associations and awards

- Associate Member, Ontario Association of Landscape Architects
- South African Council for Landscape Architectural Professionals (SACLAP) - de-registered
- Institute of Landscape Architects of South Africa -de-registered
- Member, South African Landscapers Institute - de-registered
- Guest speaker, ILASA Green Roof Seminar
- Sali Trophy Award, Steyn City: Riverglen
- Sali Gold Award, Steyn City : Node 8 Skatepark and Outdoor Gym
- Sali Gold Award, Steyn City : Origins
- Sali Gold Award, Steyn City : Oasis
- Sali Gold Award, Steyn City : Riverglen 4
- African Design Magazine, Interview

relevant project experience

/ STREETSCAPES
- Transit Upgrades to McGillivray Square, Thunder Bay
- New Transit Shelters, Thunder Bay
- Vaughan Urban Design Guidelines, City of Vaughan

/ WATERFRONT DEVELOPMENT + TRAILS
- Waterfront Site Development + Art Gallery, Thunder Bay
- Red Rock RV Park, Red Rock
- Steyn City Northern Ponds, Johannesburg (Golf Data)

/ INSTITUTIONAL LANDSCAPES
- Westgate C &VI, Thunder Bay
- Rainy River High School, Rainy River
- King City Public Library, King City
- Churchill Elementary School, Thunder Bay

/ CULTURAL PLACEMAKING
- Algonquin College Indigenous Landscape, Ottawa

/ HISTORICAL PRESERVATION/RESTORATION
- WWI Commemorative Lookout, Thunder Bay

/ MUNICIPAL PARKS + PLAYGROUNDS
- Magnus Parkette, Thunder Bay
- Steyn City Skatepark, Johannesburg (Golf Data)

/ URBAN DESIGN + PLAZAS
- Matwara Development Corridor, Tanzania, Mozambique, Malawi, Zambia (Aurecon)
- Development framework for the Turffontein and Empire to Perth corridors, Johannesburg (Aurecon)
- Steyn City Phase 2 Landscape Development and Planning (Golf Data)
- Nelson Mandela Square Conditional Assessment, Sandton (Aurecon)

/ SPORTS PARKS
- Soccer City Precinct, Johannesburg (InSite)
- Steyn City School, Johannesburg (Golf Data)
- Steyn City Equestrian Centre, Johannesburg (Golf Data)

/ STORM WATER MANAGEMENT + LID
- Randpark Ridge Wetland Rehabilitation, Johannesburg (Golf Data)
- Steyn City Riverglen Development, Johannesburg (Golf Data)

/ LAND RECLAMATION
- Granger Bay Precinct, Cape Town (Aurecon)
- Bagatelle Master and Precinct Plan, Mauritius (InSite)

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STEFAN BOUCHARD, MES

Professional Archaeologist, Archaeology

Years with Firm

3 Years

Areas of Practice

Archaeological Site Assessment

Indigenous Relations

Remote Fieldwork

Residue Analysis

Use-Wear Analysis

Education

Master of Environmental Studies, Northern Environments and Cultures (Archaeology), Lakehead University, 2017

Honours Bachelor of Arts, Near Eastern and Classical Archaeology (Anthropology Minor), Wilfrid Laurier University, 2012

Professional associations

Ontario Association of Professional Archaeologists, 2013, APA

Career

Professional Archaeologist, Environment, WSP, 2018-Present

Archaeologist, Environment, WSP, 2016-2018

Contract Lecturer, Anthropology, Lakehead University, Thunder Bay, Ontario, Canada, 2018

Lab Technician, Lakehead University Molecular Archaeological Research Services, Lakehead University, Thunder Bay, Ontario, Canada, 2015-2018

Archaeological Crew Lead, Environment, Stantec, 2017

PROFILE

Stefan Bouchard holds a Professional license for conducting archaeology in the Province of Ontario. He specializes in the archaeology of both pre-contact and post-contact periods in Canada, but also has experience from other parts of the world. He holds a Master's degree in Environmental Studies – Northern Environments and Cultures from Lakehead University and earned an Honours Bachelor degree with distinction in Near Eastern and Classical Archaeology from Wilfrid Laurier University, with a minor in Anthropology.

Stefan conducts archaeological site assessments (Stage 1 through 4), as well as historic research, for projects across Ontario, working in accordance with the *Standards and Guidelines for Consultant Archaeologists* (2011). These projects include linear (e.g. winter road) projects in remote north-western Ontario that require helicopter and boat access, as well as historic structures in the middle of urban centres. Stefan has worked on archaeological sites dating to the earliest human occupation of select regions of the province all the way to 20th century sites from the Second World War. This work has been carried out in association with First Nations groups, municipal, industrial and government agencies.

With WSP, Stefan acts as a professional archaeologist on projects in the aggregate, transportation, municipal and infrastructure sectors.

PROFESSIONAL EXPERIENCE – SELECT ARCHAEOLOGICAL PROJECTS

- Centre Block Rehabilitation: Archaeological Monitoring and Excavations, Parliament Hill, Ottawa, ON (2019). Field Assistant. Monitoring construction activities for archaeological materials and excavating complex urban stratigraphy as part of the rehabilitation of Parliament Hill. Client: Public Services and Procurement Canada
- Modified Stage 2 Archaeological Assessment: Thunder Bay Waterfront 2018 Developments (2018). Field Director and Report Writer. Monitored construction activity for archaeological materials as part of development that will increase the attraction of the Thunder Bay waterfront to residents and tourists. Client: City of Thunder Bay.
- Stage 1-2 Archaeological Assessment: Hydro One P21G 230 kV Transmission Structures Replacement Project from Sault Ste Marie to the Garden River Indian Reserve 15, ON (2017). Field Director (previous employer). Existing transmission structures were being replaced. The new structures were to be erected within +/- 50 m of the existing structures. Client: Hydro One.
- Stage 1 Archaeological Assessment for the Anishinabek Discovery Centre, Sault Ste. Marie, ON (2016). Field Director. An archaeological assessment was required in advance of the construction of an Indigenous education centre. Client: Shingwauk Education Trust.
- Stage 1 Archaeological Investigation for the Rehabilitation of Highway 17, from Highway 546 Easterly to the West Limits of Blind River (2016). Field Assistant (previous employer). Several culverts were to be replaced along Highway 17 east of Sault Ste. Marie. Client: D.M. Wills Associates, Ltd.
- Stage 2 Archaeological Assessment of NE ¼ Broken Lot Section 16, Township of Parke, City of Sault Ste. Marie, District of Algoma, Ontario (2016). Field Assistant (previous employer). Surplus airport land was being severed and sold for residential development. Client: Wishart Law firm.

ANISHINABEK DISCOVERY CENTRE

Stage 1 Archaeological Assessment



LOCATION

Sault Ste. Marie, Ontario, Canada

CLIENT

Shingwauk Education Trust

STATUS

Completed (August 2017)

PROJECT DESCRIPTION

WSP Canada Inc. was retained by the Shingwauk Education Trust to conduct a Stage 1 Archaeological Assessment for lands to be impacted by the proposed education centre development, located along Queen Street East in Sault Ste. Marie, Ontario. This archaeological assessment was completed so that the Client met their legal obligation under the *Ontario Heritage Act*.

This construction of an Indigenous education centre on the property has been a goal of the Shingwauk Education Trust since its creation in 1994. The Anishinabek Discovery Centre is to be a combined education, research, and cultural centre operated by the Shingwauk Education Trust in cooperation with Algoma University.

OUR APPROACH

Archaeological activities were carried out in accordance with the *Standards and Guidelines for Consultant Archaeologists* (Ministry of Tourism, Culture and Sport). This assessment involved a review of documents pertaining to the property, including historic maps, topographic maps, natural heritage maps, aerial photographs, local histories, and archaeological literature to identify features of archaeological potential within or adjacent to the property.

A property inspection was completed for the entire property to confirm the presence of these features or record their absence. Areas exempt from further archaeological assessment (e.g. steeply sloped, permanently wet, disturbed, etc.) were documented as well.

LIST OF PRIMARY SERVICES

1. Background Research
2. Property Inspection
3. Analysis and Recommendations
4. Submission of final Stage 1 Archaeological Assessment report to the Ministry of Tourism, Culture and Sport.

OUTCOME/CLIENT BENEFITS

A Stage 2 Archaeological Assessment was recommended for a portion of the property, given its proximity to the St. Mary's River. A substantial portion of the property was documented as either disturbed, steeply sloped, or low and wet and therefore was exempt from further archaeological assessment.

Creative Irrigation Solutions Inc. (CIS) provides independent expert consulting services in design, specifications, project management and water management, commercial, agricultural and golf course irrigation systems. CIS provides a high degree of professionalism and proficiency, focusing on designing for the customer's needs and preferences.

Creative Irrigation Solutions Inc. will undertake all aspects of the irrigation consulting process including site inventory and analysis, irrigation design, specifications, construction inspections, water management scheduling, Central Control and will ensure the irrigation design solution proposed is effectual, efficient and cost effective.

Creative Irrigation Solutions offers a team with diverse professional irrigation backgrounds including engineering, design, contracting, manufacturing, distribution and Horticulture.

Mr. Joseph Carter B.R.E., President
Prior to becoming a consultant, Joseph was instrumental in developing one of the largest irrigation contracting companies in Canada, with over 19 years of design and construction experience in large commercial and golf course projects. Joseph's experience also includes the design and installation high tech water management technologies including automated pumping stations and central irrigation control systems for large commercial and golf course applications.

Mr. Muhammad Rashid Malik, P.Eng., *Irrigation Design Engineer*
A graduate from the University of Pakistan in Engineering and Technology, Muhammad brings over 30 years of experience in irrigation planning, feasibility studies, design and construction for golf and agricultural sectors. Plus, over 40 years of progressive engineering experience in the planning, design and construction of major underground and surface water resource development projects. Muhammad has managed large multi-phased, multi-million dollar capital projects including; regional ground water development for water supply, land drainage and irrigation by installation of water wells, and surface water development by construction of storage dams, canals, pumping stations, water distribution network and drainage systems.

Mr. Richard Ziegel, Irrigation and Pump Station Design Consultant
After graduating with a Bachelor of Science degree from the University of Waterloo, Rick spent 20 years involved in all aspects of the irrigation industry, from installing and maintaining golf course irrigation systems and pump stations, to selling irrigation products to irrigation design consulting. Prior to joining CIS, Rick spent an additional 14 years designing and selling irrigation based pump stations to the golf, commercial, sports field and rain water harvesting markets across Canada, where he gained a deep knowledge and understanding of all aspects of pump station design and functionality.

Affiliates
Mr. Fadi gholam, B.Sc., M.Sc., CLIA, *Irrigation Consultant*
A graduate from the American University of Beirut, with a Bachelor of Science in Agriculture and Master of Science in Irrigation, Fadi has attained highest level education available in the area of irrigation. He bring over 25 years of experience working in a variety of sectors within the irrigation industry, such as construction, manufacturing, and consulting.
Fadi is highly trained in the areas of central control, drip irrigation, water auditing and management.

Mr. Joe Carter

Joe was instrumental in developing one of the largest irrigation contracting companies in Canada and has over 23 years of design and construction experience in the golf course and large commercial industry. Joe's experience also includes the design and installation high tech water management technologies including automated pumping stations and central irrigation control systems for golf course and large commercial applications.

In 1999 Joe founded Creative Irrigation Solution of which he is the owner and president.
For the first 3 years C.I.S. was solely, a golf course irrigation design company and was involved several golf projects, working with Owners, Architects, and Builders.

In 2003 C.I.S. expanding into the commercial market and is currently one of the 3 largest Irrigation Consulting Firms in Canada. C.I.S. is responsible for over 80% of the design work in Central and Eastern Canada, and has designed and consulted in projects in the USA, Europe, the Middle East and Caribbean.

Joseph has build a team of highly skilled professionals to meet the need of CIS's cliental of Engineering firms, Landscape Architectural firms and Municipalities.

Muhammad A Rashid Malik, P.Eng. , CID, CIC

EDUCATION

B. Sc Eng. (U of Eng & Tech Lahore)

Certified Irrigation Designer, Irrigation Association USA

Certified Irrigation Contractor, Irrigation Association USA

Managing Projects Certificate (Uni. G. Washington)

ISO 9000 Quality Assurance Auditors Certificate

Workplace Safety Training

PROFESSIONAL AFFILIATIONS

Professional Engineers Ontario

SUMMARY OF EXPERIENCE

Over 40 years of progressive engineering experience in the planning, design and construction management of major civil infrastructural projects. Managed large multi phased, multi million dollars capital projects including regional development for water supply, land drainage and irrigation by installation of water wells, and surface water development by construction of storage dams, canals, pumping stations and infrastructure in Pakistan, Nigeria and Canada.

Most recently worked as Senior Civil Engineer/ Project Team Leader, managing civil and Environmental projects with Hatch Associates Consulting Engineers, Perth, Australia.

Demonstrated leadership and results in all project areas including feasibility studies, detailed design, construction management and labour relations. Interacted with various tradesmen, architects, engineers and local authorities.

CAREER HISTORY

May 2009 – to date: ***Irrigation Design Engineer/ Irrigation Consultant.***

Working as irrigation design engineer/irrigation consultant for Creative Irrigation Solutions Inc. (CIS) to performed the following functions:

- *Designing irrigation systems for providing automatic watering to the landscaped areas for golf courses, sports fields, greenhouses and farm lands. A typical golf course irrigation system included a pumping station (75 lit/sec Av), main and secondary pipe line network (50mm – 350 mm dia), control system, weather station and sprinkler system. The design criteria focused on providing hydraulically sound system to deliver water with maximum efficiency at lowest cost.*
- Design irrigation systems for LEED projects to comply with the LEED requirements.
- *Preparation of cost estimates, project specifications and tender documents.*
- *Construction management and quality control of all project works.*

Feb 2007- Feb 2009: ***Hatch Associates Consulting Engineers, Perth, Australia;*** *Senior Civil Engineer/ Project Team Leader.*

Worked at Alcoa Pinjarra Alumina Refinery, managing civil and environmental projects, with values ranging from $1 to 50 Million. The following projects were successfully completed:

- *6D Caustic Storage Tank Bund*
- *Groundwater Monitor Bores Program*

- *ABS Modifications to B25X and B30X Buildings*
- *Pinjarra Refinery Critical Accommodation Upgrade*
- *Flat Bottom Tanks Inspection Program*
- *Cooling Pond project*

A brief description of the functions performed is as follows:

- *Identify stake holders and develop project team*
- *Preferred solution analysis*
- *Completion of contract book following FEL guidelines*
- *Oversee and coordinate with project design team during design phase*
- *Completion of project specifications and tender package*
- *Bid analysis and award of contract*
- *Project execution*
- *Project acceptance and close-out*
- *Coordination with the project team and asset owners for day to day progress through regular meetings and other means of communication.*
- *Preparation of project completion reports*

1988 - 2006: ***Irrigation Design Engineer/ Irrigation Consultant.***

- *As above.*

1978 - 1987: ***Sokoto Rima River Basin Development Authority, Sokoto, Nigeria;*** *Principal Engineer/Project Manager.*

The project covering an area of 23,000 hectare of farm land was undertaken by the government of Nigeria under its regional development plan. The project located in northern part of the country was characterized by very little rain fall occurring only in two months each year. The farming was limited only to rain fed crops with very low yields. The project plan included building a storage dam across Bakolori River passing through the area and diverting its water to the farming area by a canal network for year round irrigated agriculture. A brief description of the functions performed is as follows:

* *Managed construction of 300 millions US dollars project from its very start to completion. The major project works included a concrete dam (1 Km long x 100 m high), a main canal (30 Cu m/ sec discharge capacity), 25 irrigation pumping stations (500 lit/sec each), land drainage system and water distribution network.*
* *Maintained project deadlines, monitored project costs and ensured compliance with all contract specifications.*
* *Maintained liaison with local authority to address concerns of displaced population from the project area.*
* *Effectively reviewed and analyzed contract conditions, clauses and specifications of contract documents and construction drawings.*
* *Operated and maintained project works during and after construction maintenance period.*
* *Trained local technical manpower to operate and maintain various project works.*

1976 - 1977: ***Sokoto Rima River Basin Development Authority Nigeria, Birnin Kebbi Polder Project;*** *Senior Engineer/Project Manager:*

The project covering an area of 50,000 hectare was also part of the development plan of government of Nigeria, for the feasibility study of the flood protection of farm lands and to develop it for irrigated agriculture. The works included the following:

* *Hydrological studies of the flood plain.*

* *Preliminary design of the flood protection dykes; irrigation and drainage system including a small earth fill dam, canals, drains, water distribution system and drainage pumping station.*
* *Preliminary design of infrastructure and facilities for operation and maintenance of the project.*

1971 - 1976: ***Water and Power Development Authority, Lahore, Pakistan;*** *Senior Engineer.*

Pakistan has one of the largest irrigation networks in the world covering millions of hectares of farm lands. The canal system is designed to divert water from rivers and applying to farm lands using flood irrigation. Due to prolonged practice of flood irrigation over half a century resulted into a serious problem of rise of water table and causing water-logging of farm lands. The government of Pakistan undertook a national plan to solve this problem. The plan proposed development of ground water resource in all areas affected by rise of water table, by installing water wells and using this water for agriculture. The intensive use of groundwater gradually resulted in lowering the water table. Working as projects planning engineer for these projects performed the following functions:

* *Carried out feasibility studies of a number of groundwater development projects covering millions of hectares of agricultural lands. The work included:*
* *Hydrological study of water table to assess the drainable surplus.*
* *Water quality studies to assess the suitability of groundwater for its use for agriculture.*
* *Work out pumping requirements and distribution of pumped water to farm lands.*
* *Preparation of feasibility study reports, including development proposal, working drawings, specifications, bills of quantities, and cost estimates of project works.*
* *Work out project cost and benefit resulting out of increased crop production.*

1964 - 1970: ***Water and Power Development Authority, Lahore, Pakistan;*** *Project Engineer.*

Worked on ground water development projects for the construction of 1500 water wells ranging from 50 to 150 lit/sec. The scope of work included:

* *Drilling and logging of wells.*
* *Design and installation of well screens, shrouding material, pumps and motors.*
* *Design and construction of water distribution system.*

TECHNICAL PAPERS

Feasibility study reports on:

Lower Chaj Doab Groundwater Drainage Project, Pakistan

Larkana Shikarpur Water logging and Salinity Control Project, Pakistan

PROFESSIONAL DEVELOPMENT

Attended a number of seminars, workshops and exhibitions for professional development.

LANGUAGES

English

Urdu

Project Name: Queens Quay Mariana Fire Station

Description: Large park and Area around the Mariana Fire Station

Reference: Contact Name: James Roche

Title: Senor LA

Organization: Waterfront Toronto

Phone Number: 416-214-1344

Email address: lroche@waterfronttoronto.ca

Project Name: North Bay Water Front Park

Description: Large park and development along the Water front

Reference: Contact Name: David Schroeder

Title: Park Parks Manager at City of North Bay

Organization: City of North Bay

Phone Number: 705-474-0400

Email address: David.Schroeder@cityofnorthbay.ca

Project Name: East York Civic Center

Description: Large park and Facility

Reference: Contact Name: Bob Duguid

Title: Sr. Project Coordinator Parks and Development

Organization: City of Toronto

Phone Number: 416-392-1925

Email address: David.Schroeder@cityofnorthbay.ca

Elio J. Principe, P. Eng., P.E.O.,ASHRAE, APEGM
Director / Engineer



Elio Principe, P.Eng. has twenty five years of progressive and responsible engineering experience, on a wide range of mechanical and electrical engineering projects which include recreational, commercial, institutional and residential.

In November of 2002, Elio joined MGP Architects team of professionals as a Director of the new MGP Architects · Engineer Inc. company responsible for the administration of the Mechanical and Electrical Divisions. Elio assumes responsibility of all mechanical and electrical design, for all types of buildings, from concept planning through to completion, with a highly skilled professional team working together, using practical experience.

Education
Mechanical Engineering B. Sc., Lake Superior State University: 1997

Mechanical Engineering Technology, Lake Superior State University: 1991

Architectural Technology Diploma, Algonquin College: 1984

Professional Qualifications
Member, Professional Engineers of Ontario (PEO)
Associate Member of American Association of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
Associate Member APEGM Association of Professional Engineers & Geoscientists of Manitoba

Employment History
MGP Architects •Engineer Inc. Sault Ste. Marie: 16 years

Ellis, Pastore, Oswin Consultants Inc.., Sault Ste. Marie: 3 years

Nor Mech Engineering Inc., Sault Ste. Marie: 8 years

Experience

- Sault Ste. Marie Public Utilities Commission Integrated Facility, Sault Ste. Marie
- Department of Fisheries and Ocean Office Complex
- Our Lady of Lourdes School Daycare, Sault Ste. Marie
- Indian Friendship Centre Daycare, Sault Ste. Marie
- Kiwedin Public School Full Day Kindergarten, Sault Ste. Marie
- Esten Park Full Day Kindergarten, Elliot Lake
- Etienne Brule School Daycare, Sault Ste. Marie
- River View PS Daycare, Sault Ste. Marie
- Mountainview Full Day Kindergarten, Sault Ste. Marie
- Central Ave. School Kindergarten, Elliot Lake
- PHARA Westwind Heights, 33 Unit Supportive Housing, Thessalon ON
- North Channel Nurse Practitioners Clinic, Thessalon, ON
- Invasive Species Centre GLFC, Sault Ste. Marie
- George Leach Center – Algoma University, Sault Ste. Marie
- St. Ann's School Gymnasium Addition, Sault Ste. Marie
- F.J. Davey Home Long Term Care Facility, Sault Ste. Marie
- Sault College of Applied Arts and Technology Aviation, Sault Ste. Marie
- Renovations to Canada Customs & Immigration, Sault Ste. Marie
- Algoma's Water Inn I.T Room, Sault Ste. Mari
- Superior Heights High School ADSB, Sault Ste. Marie
- Holy Cross Catholic Elementary School HSCDSB, Sault Ste. Marie
- St. Basil Catholic Elementary School HSCDSB, Sault Ste. Marie
- Ontario Public Health Lab, Sault Ste. Marie
- Student Residence Boiler Plant Replacement, Sault College
- Student Residence HRV Up-Grade, Sault College

Henry A. Pietrzakowski, B.E.S., M.Arch., OAA
Director / Architect



With a long-standing affiliation with the firm, spanning over 28 years, Henry brings an imaginative and creative approach to design challenges for a wide range of architectural projects.

In addition to providing design leadership on specific projects, Henry is also involved in working drawing and specification development, and design of interior spaces.

Recalling his first step into the architectural industry, from printing countless sets of working drawings on ammonia-based blue print machines, to drafting with pencil and T-square on velum, Henry graduated from University of Manitoba's Masters 6-year Program (where he received the Royal Architectural Institute of Canada medal for the thesis for Sault Ste. Marie's Gateway Site).

Education
Master of Architecture, University of Manitoba: 1988

Bachelor of Environmental Studies, University of Manitoba: 1985

National Studies Program University of Manitoba in Montreal

Professional Qualifications
Member, Ontario Association of Architects (OAA)
NCARB Certified

Member, Manitoba Association of Architects (MAA)

Employment History
MGP Architects •Engineer Inc.
Director: 15 years

MGP Architects Inc.
Director: 3 years

Professor – Architectural Technology Sault College of Applied Arts and Technology: 2 years

Tossell & Caughill Architect and Consultant Engineer Inc.,
Intern Architect: 4 years

R. L. Barban Architect and Engineer
Sault Ste. Marie: 2 years

Gugula/Smedley/Barban Architect and Engineer
Sault Ste. Marie: 5 years

Experience

- Invasive Species Centre, Sault Ste. Marie
- Waterfront Child Development Centre, Sault Ste. Marie
- Ministry of Natural Resources Relocation, Sault Ste. Marie
- Elliot Lake Secondary School Renovations, Elliot Lake
- Superior Heights 7-12 School New Build, Sault Ste. Marie
- Holy Cross Catholic Elementary School New Build, Sault Ste. Marie
- Central Ave. School Kindergarten, Elliot Lake
- Kiwedin Public School Full Day Kindergarten, Sault Ste. Marie
- Esten Park Full Day Kindergarten, Elliot Lake
- Etienne Brule School Daycare, Sault Ste. Marie
- River View PS Daycare, Sault Ste. Marie
- Mountainview Full Day Kindergarten, Sault Ste. Marie
- YMCA Interior Renovations, Sault Ste. Marie
- Algoma Family Services, Sault Ste. Marie
- Our Lady of Lourdes School, Sault Ste. Marie
- George Leach Centre, Athletic Field House, Algoma University, Sault Ste. Marie
- Department of Fisheries and Oceans
- Machine Shop (St Mary's Paper) Renovation / Restoration
- Machine Shop (St Mary's Paper) Algoma University Fine Arts Program
- Machine Shop (St Mary's Paper) EDC Incubator
- Algoma Conservatory of Music (St Mary's Paper)
- Tech School Culinary Classroom
- Tech School – Santinis Restaurant
- Tech School – Administrative Offices
- Sault College – see extensive project listing (Educational Expertise)
- St. Basil Catholic Elementary School HSCDSB, Sault Ste. Marie



Expertise

Structural, Architectural & Civil
Sustainable Design Costing
Design Stage Cost Control
Feasibility Studies
LEED Accredited Buildings
Large Scale Projects
Unit Price Contracts
Project Monitoring

Education

Construction Engineering Technology – Architecture, Niagara College

Continuing Education

Construction Project Management
Construction Administration
Accounting
Project Monitoring
Construction Liens

Professional Memberships

Canadian Institute of Quantity Surveyors

Tim Moore, PQS

Partner

18 Years of Professional Experience

Tim Moore joined A.W. Hooker in 2000, and has since practiced his entire quantity surveying career with the firm. He has been a Partner since 2005 and has earned extensive experience in providing cost control during the design stage, and also expertise in cost monitoring during construction. His project experience covers all the major sectors of construction including multi-unit residential, commercial, institutional, and industrial builds, including some of the firm's large scale and complex projects. Tim has exemplified accuracy and a standard of quality in his leadership spanning projects of all sizes, magnitudes and complexities

Role: Partner in Charge

The Partner in Charge, Tim Moore will lead the multidisciplinary cost consulting team and will be the primary contact for the project design team and stakeholders. He will coordinate the architectural, structural, mechanical and electrical disciplines to prepare fully coordinated cost reports, studies and advice. Tim will also ensure the services provided meet the high quality assurance standards Hooker sets for professionalism and timeliness.

Relevant Project Experience

The following are examples of Tim's relevant project experience

Wellesley Street West Park, site development including the removal of existing elements, new hard and soft surfaces, children's play area with playground, site furnishing, and a feature canopy structure and splash pad, Toronto

Camp Kawartha, master plan addition including central hub renovation / addition, east cabin renovations, new workshop, and landscape restoration, Peterborough

City of Brampton Chinguacousy Park, major redevelopment to include spaces for pavilion, comfort station, gardens, curling club, splash pad and skating trail, Brampton

Don River Park, new 18-acre urban park on top of the Don River flood protection landform including marshland, boardwalks, trails, water features, and play areas, Toronto

University of Toronto Kings College Circle, streetscape development including a gateway feature at the College Street entrance

Toronto Crothers Wood Trail, trail improvements & crossings including gateway signage

City of Kitchener, King Street, streetscape improvements

Muskoka Wharf, waterfront park development, Gravenhurst

Spadina Slip, Rees Street Wavedeck & Simcoe Street Wavedeck, Waterfront Toronto

George Brown College, urban precinct / streetscape improvements, Toronto

East Bayfront Waterfront Development, streetscape, waterfront promenade and boardwalk, Waterfront Toronto

Cobble Beach Residential Development, multi-phased residential development, Owen Sound

East Point Park, three new pavilion structures, two new entry features, and new associated pathways, Scarborough

City of Mississauga, Park Washrooms, new indoor washroom facility complete with

Tim Moore, PQS

Partner

service gallery

City of Toronto, Vermont Square Park, revitalization to existing park and park facilities

Fairtree Park Pavilion, two new washroom buildings and associated siteworks, Markham

Oshawa Civic Complex, North Oshawa Park & Alexandra Park, redevelopment of the existing parks including parking lot improvements, landscaping, pathways, children's play areas and outdoor sports fields, Oshawa

Humber Bay Park, improvements and habitat restoration including improvements to the existing amphitheatre and parking spaces and new market area, pedestrian bridges, boardwalks and paths, Toronto

JOSH LELIEVRE, P. Eng.

PROFILE

Josh is a Project Manager at TULLOCH Engineering and is responsible for managing a variety of Civil Development projects from initial conception through to construction. Josh has over 15 years' experience and has completed numerous assignments that include land development, road design, storm and sanitary sewers, waterworks systems, stormwater management and hydrologic and hydraulic studies.

EDUCATION

B.Eng. Civil Engineering
Lakehead University
April 2007

Professional Engineer
Ontario
November 2014 – Present

PROFESSIONAL EXPERIENCE

TULLOCH Engineering Inc. September 2014-Present
- Project Manager

Cairns Engineering Inc. July 2009-September 2014
- Civil Designer

Millar Engineering Corp. October 2007-July 2009
- Civil Designer/Inspector

Dennis Consultants June 2004-May 2005
- Junior Inspector

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TECHNICAL COMPETENCIES AND AREAS OF EXPERTISE

- Mr. Lelievre has over 15 years in the construction industry. His experience has been with projects ranging in size from small studies to multi-disciplined large projects.

- In his current role, Mr. Lelievre is responsible for all stages of project development including project initiation, conceptual design, preliminary design, final design, regulatory approvals, construction cost estimating, tendering process, and contract administration services including site inspections, reports, payment certificates, processing change orders, and certificates of substantial and final completion.

- Mr. Lelievre has worked on projects such as municipal road reconstruction projects, new subdivision developments, private commercial and industrial developments, schools, government properties, airports, and residential houses and condominiums.

- Mr. Lelievre has completed stormwater management for numerous projects including but not limited to;

    - End of pipe controls such as ponds, infiltration basins and underground storage chambers.
    - Low Impact Development techniques such as reduced lot grading, level spreaders, infiltration trenches, enhanced grass swales, etc.
    - Water quality objectives by means of oil and grit separators or an integrated treatment train approach utilizing the above methods.

PROJECT EXPERIENCE

Civil/Municipal Projects

- The design, preparation of construction specifications, applications for Ministry of the Environment Certificates of Approval, tendering, project management and construction inspection of new subdivisions and municipal road reconstruction projects including sanitary sewers, storm sewers, new watermains, road geometrics and stormwater management. Recent projects include:
    - Greenfield Subdivision
    - Queensgate Subdivision
    - Reconstruction of Second Ave.
    - Crimson Ridge Condo Development

- Building and Development site designs including complete servicing (sanitary and storm sewers, watermain, gas, U/G electrical) and grading design, stormwater management, specifications and inspections. Typical projects include the Microtel in Sault Ste Marie, River Park Manor apartment building in Sault Ste. Marie, various townhouse developments in Sault Ste Marie, Tim Hortons developments (2) in Sudbury, Expansion of the Maison McCulloch Hospice in Sudbury, Medical Office in Parry Sound and Medical and Condominium site in Huntsville.

- Stormwater Management studies, and design as per Municipal and Provincial Regulations. Typical implementations including, end of pipe controls, LID's, infiltration trenches, parking lot storage, oil and grit separators, lot grading and lot level conveyance controls.

- Numerous topographical surveys and incorporation into land development software for design purposes.

- Civil Design for solar panel sites in the Muskoka area, including site grading and

access road design.

- Drainage assessments and reviews including hydrologic and hydraulic analysis of both overland and piped networks.

- Water supply design including hydraulic analysis and watermain capacity testing.

Geotechnical Projects

- Geotechnical Investigations for Subdivisions and Land Development Projects.

- Asphalt Condition Assessments

Structural Projects

- Structural Condition Assessments of existing buildings for solar roof top panel installation.

- Structural Condition Assessments of existing buildings for renovation purposes.

- Multiple building inspections to evaluate compliance with the Ontario Building Code.

- Design of beams, columns and foundations for various new and existing residential construction.

JOHN V. MCDONALD, B.A.Sc, P.Eng.

PROFILE

John is a Project Manager at TULLOCH Engineering. He has over 15 years experience and is ultimately responsible for design, project management and delivery of projects to a multitude of diverse clients. John has been involved in numerous assignments that include client contact and liaison with local industries, utilities, municipalities and developers to deliver projects on time and on budget, including; accurate data collection and conversion, client and regulatory agency consultation, research, design, planning and reports.

EDUCATION

B.A.Sc. Civil Engineering
University Of/D' Ottawa
April 2003

Professional Engineer
Ontario
April 2008 – Present

Professional Engineer
British Columbia
March 2011 -Present

WORK EXPERIENCE

TULLOCH Engineering Inc.
January 2011-Present
- Project Manager

M.R. Wright and Associates Co. Ltd. Consulting Engineers.
2005-December 2010
- Manager Civil/Municipal Engineering

Kresin Engineering Corp.
2004-2005
- Civil Designer

Lafarge North America – Construction Materials, Aggregates
2003-2004
- Project Manager – Capital Works Programs

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TECHNICAL COMPETENCIES AND AREAS OF EXPERTISE

- Mr. McDonald has been a Project Manager for over 10 years in the construction industry. His experience has been with projects of various sizes from very small up to $12M construction value.

- In his current role, Mr. McDonald is responsible for all stages of project development including project initiation, conceptual design, preliminary design, final design, regulatory approvals, construction cost estimating, tendering process, and contract administration services including site inspections, reports, payment certificates, processing change orders, and certificates of substantial and final completion.

- Mr. McDonald has been the Project Manager for assignments in which he was the Prime Consultant and managed other sub-consultants including traditional architectural, geotechnical, structural, civil, electrical, and mechanical sub-consultants. He has also managed specialty sub-consultants such as underwater inspection consultants, airport design firms and pre-start health and safety specialists.

- In his role of Project Manager, Mr. McDonald has been responsible for all aspects of delivering the project including permits and regulatory approvals, internal and external budgets, and overall project schedules including those of the sub-consultants

- Mr. McDonald has worked on projects such as municipal road reconstruction projects, new subdivision developments, bridge reconstruction and rehabilitations, private commercial and industrial developments, schools, courthouses, community centres, airports, heavy industrial plants, and residential houses and condominiums.

- Mr. McDonald is TULLOCH Engineering's Engineer of record for our materials testing group. He oversees the functionality, technical and quality control aspects of our Canadian Council of Independent Laboratories Certified materials testing laboratory which specializes in aggregates, concrete and asphalt.

PROJECT SCHEDULING CAPABILITES

- Mr. McDonald is directly involved with the daily scheduling of work activities for all members within his work group, which consists of 3 professional engineers, 4-8 technical specialists and 4-6 inspectors and materials technicians. Client requirements, inclement weather and unexpected delays all require regular and routine review/adjustment of project schedules.

- Scheduling of TULLOCH staff or sub-consultant resources is accomplished through daily internal review of requirements and communication to the team through meetings, telephone calls or emails. Weekly review of project budgets enables Project Managers to allocate a level of resources to a specific project activity that is appropriate to the schedule and scope of work.

REGULATORY AUTHORITY NEGOTIATION/LIAISON

- Mr. McDonald regularly consults with and maintains a strong, open relationship with many Municipal Building Officials, Ministry of Natural Resources and Forestry (MNRF), Ministry of the Environment and Climate Change (MOECC), the Ministry of Transportation of Ontario (MTO), the Canadian Department of Fisheries and Oceans (DFO) and other regulatory/permitting authorities throughout Ontario. It is his belief that early and frequent communication during the design and construction process is critical to overall project success.

TIME MANAGEMENT ABILITIES

- Client demands often require TULLOCH to be engaged in multiple projects at any given time. Mr. McDonald's strong time management skills are a critical factor in his ability to complete projects on time and on budget. As required, TULLOCH staff work overtime to ensure client needs are met.

PROJECT TEAM COLLABORATION

- As Civil, Municipal, Structural, Geotechnical, Environmental and Materials Engineers, TULLOCH frequently works as part of a multi-disciplined team. We maintain a strong relationship with local and regional Architects, Landscape Architects, Mechanical/Electrical Engineers, Heritage Consultants, etc.

- TULLOCH often functions as the Prime Consultant for a project. We routinely engage the services of sub-consultants directly so that we can offer clients a central point of contact and unified delivery of services.

- TULLOCH Project Managers are given a wide range of authority to interact and negotiate directly with clients, sub-consultants and project stakeholders as required to ensure the success of the project.

PROJECT EXPERIENCE

Civil/Municipal Projects

- The design, preparation of construction specifications, applications for Ministry of the Environment Certificates of Approval, tendering, project management and construction inspection of municipal road reconstruction projects including sanitary sewers, storm sewers, new watermains and watermain replacement, road geometrics, electrical and natural gas placement and associated services attributed to multiple municipal road reconstruction projects.

- The complete civil design of a 40 MW solar power generating facility in Sault Ste. Marie including design, stormwater management, specifications and construction inspections.

- The completion of Schedule A, B and C Municipal Class Environmental Assessments in accordance with the Municipal Engineers Association Guidelines for Municipal Class Environmental Assessments.

- The completion of Canadian Environmental Assessments, in accordance with the Canadian Environmental Assessment Act and its Regulations.

- Applications for Navigable Waters Approvals under the Navigable Waters Act and its Regulations.

- Building and Development site designs including complete servicing (sanitary and storm sewers, watermain, gas, U/G electrical) and grading design, stormwater management, specifications and inspections. Typical recent projects include the new Grade 7-12 Algoma District School Board School in Sault Ste Marie, Northern Credit Union in Sault Ste. Marie, PUC Integrated Facility in Sault Ste Marie.

- Stormwater Management studies, and design. Typical implementations including, dry ponds, LID's, infiltration trenches, stormceptors, lot grading and lot level conveyance controls, point source control.

- Preparation of Aggregate Pit Development Plans, Operation Control Guidelines and License Applications.

- The design, consultation with affected public stakeholders and government agencies for the application, re-zoning, design, specifications and approvals (i.e. Stormwater Management Plan) for various subdivisions.

- Numerous topographical surveys and incorporation into land development software for design purposes.

- Drainage Assessments and Reviews including Hydrologic and Hydraulic Analysis of both overland flow and piped networks.

- Water supply design, hydraulic analysis and watermain capacity testing.

Structural Projects

- Structural Condition Assessments and Inspection of bridges in accordance with the MTO Structural Inspection Manual and building codes for a multitude of municipalities and private sector clients.

- The design, tendering and project management, for the replacement and temporary repairs of municipal bridges.

- Complete design, preparation of specifications, tender and project management for the replacement of municipal bridges up to and including 34m single span structures.

- Condition assessments, design, preparation of specifications and project management for the rehabilitation of underground and above ground parking garages.

- Structural condition assessments of retaining walls.

- Design of roof anchors for fall restraint systems.

- Multiple building inspections to evaluate compliance with the Ontario Building Code.

Geotechnical Projects

- Caisson/bedrock verification

- Geotechnical for Subdivisions and Land Development Projects

- River Bank Erosion Studies

- Asphalt Condition Assessments

- Geotechnical Investigations for Municipal Infrastructure projects (i.e. roads, bridges and private developments.)

SEAN HINCHBERGER, Ph.D., P.Eng.

SPECIALIST GEOTECHNICAL ENGINEER

PROFILE

Sean Hinchberger has 23-yrs experience as a consulting geotechnical engineer in the Mining, Energy and Infrastructure Sectors. He has contributed to over 75 engineering projects in Canada, the United States, France, China, Guatemala, Ecuador, Brazil, Chile, and Israel specializing in foundation design, seismic and dynamic geotechnical engineering, and embankment dam design for water power and tailings management facilities. Notably, he supported the foundation, earthworks and shoring designs for the Brighton Beach Cogeneration Power Plant (Windsor ON), the Pearson International Airport Expansion - Central Utilities Plant (Toronto ON), various structures and process units for the Irving Oil Refinery Upgrade Project (St. John's NB) and power facilities for the Baffinland Iron Mines Ltd. Mary River Project and the Raglan Mine.

EDUCATION

Ph.D. Geotechnical Engineering
University of Western Ontario
1996

B.E.Sc. Civil Engineering
University of Western Ontario
1990

PROFESSIONAL ASSOCIATIONS

Professional Engineers of Ontario – Member
Canadian Geotechnical Society – Member
Canadian Dam Association – Member
Tunnelling Association of Canada - Member

CONTINUING EDUCATION

- Corporate Member, Geotechnical Research Center, the University of Western Ontario
- External Examiner for over 35 Ph.D. and Master Thesis Defenses (2003 – Present)

WORK EXPERIENCE

TULLOCH Engineering, Sept 2017-present
Specialist Geotechnical Engineer, General Manager
- Responsible for managing and growing the Tulloch Geotechnical Practice

Hatch Ltd., Sept 2009 – Sept 2017
Global Discipline Director – Civil and Geotechnical Engineering
- Provided strategic and technical leadership to a global team of over 500 Civil and Geotechnical engineers.
- Bid and procured work
- Participated on projects.

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University of Western Ontario, May 2003 – Sep 2009
Associate Professor – Geotechnical Engineering
- Responsible for teaching graduate and undergraduate level engineering courses
- Developed and managed a research group comprising 9-10 Ph.D. and M.E.Sc. students
- Various Administrative Roles

Acres International Ltd. (now Hatch), Oct 1998 – May 2003
Project Engineer and Senior Geotechnical Engineer
- Project Engineering and Project Management

Trow Consulting Engineers, May 1996 – Oct 1998
Project Geotechnical Engineer
- Project Engineering

SELECT PROJECT EXPERIENCE

Soil Mechanics and Foundation Engineering

ATCO/OPG, Brighton Beach Power Project, Windsor, Ontario, Canada, Lead Geotechnical Engineer. A 580MW co-generation power plant in Windsor, Ontario. Foundation conditions comprised soft clay. Dr. Hinchberger was responsible for the design of pile foundations, braced excavations and cooling water pipe systems, in addition to foundation design and dynamic assessment of two GE 7F gas turbine and generator foundations and one 240MW GE steam turbine and generator foundation using DYNA5 and SAP2000.

Irving Oil Ltd., Irving Oil Refinery Upgrade Project. Saint John, New Brunswick, Canada, Geotechnical Engineer. Dr. Hinchberger was responsible for geotechnical site investigation and foundation design reports for an alkylation unit, steam and co-generation units, control building, substations, and heavily loaded spherical storage tanks for a refinery upgrade project at the Irving Oil Limited Refinery, Saint John, New Brunswick. PDA monitoring was used during construction to verify pile design capacities. Cross-hole seismic studies were undertaken to assess the dynamic response of a compressor foundation. Soil conditions comprised soft marine clay.

Alon Tabor and Eshkol Power Plant Projects, Alon Tabor/Eshkol, Israel, Senior Consultant. Consultant for dynamic and seismic assessment of foundations for two General Electric 9FA gas turbines, foundation alternatives, interpretation of geotechnical and cross-hole seismic data, calculation of the fundamental frequency of foundations, and assistance with dynamic soil-structure interaction analysis to assess foundation vibrations.

GTA Airport Authority, Central Utilities Plant (CUP), Pearson International Airport, Toronto, Ontario, Canada, Geotechnical Engineer. Foundation Design for the Central Utilities Plant and CUP pipe bridge project, which comprised co-generation and steam generation facilities providing heating and power to the Terminal 1. Steam lines and power cables were routed to the terminal on a bridge consisting of a two span pre-stressed concrete box section constructed over Highway 409, Toronto Ontario.

Bruce Mansfield Power Plant SCR Retrofit Project, Babcock Willcox Contractors, Foundation Specialist. Responsibilities included geotechnical design support for mat foundation assessment/modifications to support the loads of new SCR equipment.

Karn Power Plant Retrofit Project, New York, United States, Consultant. Foundation Specialist/Technical Review. Responsibilities included interpretation of subsurface data, estimation of soil dynamic properties, calculation of the fundamental frequency of foundations, and calculation of peak foundation velocities for large fan foundations.

BHP Billiton, Jansen Potash Project, Jansen Saskatchewan, CAN, Specialist Consultant. Senior reviewer for foundation engineering design reports and railway embankment design reports for the 8 Mtpa potash mine and processing plant

Soil Mechanics and Foundation Engineering (Cont'd)

MOSAIC POTASH, ESTERHAZY K3 MINE, ESTERHAZY, SASKATCHEWAN, CANADA, GEOTECHNICAL CONSULTANT. Dr. Hinchberger supported the design of drilled cast-in-place concrete piles socketed into weak shale for a 31-storey cast-in-situ reinforced concrete headframe. He also led geomechanics analysis to assess the impact of shaft sinking (i.e. expected displacement) on a pile supported head frame situated over the shaft collar. The Esterhazy K3 shaft will be sunk to a depth of just over 1000m using ground freezing.

MOSAIC POTASH, BELLE PLAINE COMPACTION EXPANSION PROJECT, BELLE PLANE, SASKATCHEWAN, CAN. SENIOR GEOTECHNICAL ENGINEER. Developed a site investigation program and specifications, bid evaluation, monitored the program during execution, reviewed the final geotechnical report and provided design guidance for shallow foundations and slab on grade construction.

E.S. FOX, DARLINGTON GS REFURBISHMENT PROJECT, DARLINGTON, ON, CAN. SPECIALIST CONSULTANT. Senior reviewer for foundation engineering design reports and quality control for foundation construction. The project involved the design of two multi-storey buildings (RFRISA and RPO Bldgs), to support refurbishment of the nuclear reactors at the Darlington Nuclear GS.

HATCH MOTT MCDONALD, RT. HONORABLE EARL GRAY PARKWAY, WINDSOR ONTARIO, CAN. SPECIALIST CONSULTANT. Dr. Hinchberger's team supported the design of 12m deep cuts in Windsor Clay and the design of mechanically stabilized earth retaining walls, piled foundations for bridge abutments and preloads with wick-drains for the highway expansion project.

ANTAM, POMALAA COAL FIRED POWER PLANT LIQUEFACTION ASSESSMENT, SULAWESI, INDONESIA. SENIOR GEOTECHNICAL ENGINEER. Liquefaction assessment for a proposed coal fired power plant on reclaimed land. The subsurface conditions comprised slag fill overlying silty sand and then dense soils with depth. The project also included conceptual design of remedial measures to mitigate the liquefaction potential.

ITER CANADA, ITER NUCLEAR REACTOR PROJECT, DARLINGTON, ON, CANADA, GEOTECHNICAL ENGINEER. Geotechnical Assessment of foundation alternatives for the ITER Nuclear Reactor Project. Evaluation and site selection for an experimental international fusion reactor project. Dr. Hinchberger reviewed geotechnical data for two potential sites in Ontario and provided technical recommendations for foundation type, bearing capacities, excavation and de-watering requirements, and shoring design alternatives.

LNG-CANADA, KITIMAT LNG TERMINAL – SANDHILL AGGREGATE ASSESSMENT, KITIMAT, BC., SENIOR CONSULTANT. Study lead for the assessment of pit run and quarried aggregates for use in concrete, asphalt and fill for the LNG terminal in Kitimat.

STEELCON ENGINEERING LTD., HAMPTON INN NIAGARA FALLS, NIAGARA FALLS, ONTARIO, CANADA, CONSULTANT. Retained by Steelcon Engineering Ltd. to provide geotechnical design support for a 52-storey Hampton Hotel in Niagara Falls, ON, CAN.

ONTARIO POWER GENERATION, MATABICHUAN PENSTOCK REPLACEMENT, ONTARIO, CAN. SENIOR CONSULTANT. Directed the planning and execution of site investigations, reviewed the investigation results, guided and sealed the design of micropile foundations for the penstock supports.

HATCH ENERGY, BISNETT LINE WIND FARM, CHATHAM KENT, ONTARIO, CANADA, CONSULTANT. Retained by Hatch Energy Ltd. to conduct cyclic triaxial tests on clay from the Bisnett Line Wind Farm. The wind farm comprises a series of 2MW Enercon E82 wind turbines that are founded on reinforced concrete gravity bases situated on stiff fissured clay. The objective of the study was to investigate the effect of cyclic loading on the stiffness and strength of the foundation clay to see if there would be strength loss or stiffness degradation due to cyclic loading.

US STEEL, STACK NO. 15 REMEDIATION, CLAIRTON PLANT, PITTSBURG, USA. SENIOR CONSULTANT. Dr Hinchberger (and team) assessed the cause of tilting of the No. 15 stack at the Clairton plant, developed a grouting plan to remediate the stack and supervised implementation of the grouting.

BILL WEBB, OLS

GEOMATICS PROJECT MANAGER

PROFILE

Bill is a Geomatics Project Manager for TULLOCH Engineering and has over 20 years of experience. He holds a license in good standing as an Ontario Land Surveyor and has substantial experience with cadastral surveying applications and extensive knowledge of statues relating to the surveying and assessment industries. Bill has been responsible for all professional supervision aspects of the land surveying business, providing cadastral services, topographic surveying services, control surveying services and construction layout services to the public. Although primarily working in the office reviewing plans, writing reports and proposals, Bill also participates in the field component of many surveys.

EDUCATION

Civil Engineering Technology
Lakehead University
1987

PROFESSIONAL ASSOCIATIONS

- Association of Ontario Land Surveyors (2018)
- Candidate of the Association of Canada Lands Surveyors

WORK EXPERIENCE

TULLOCH Engineering, June 2018 - Present
- Geomatics Project Manager

D.S. Urso Surveying Ltd., 1987 - 2018
- Articling Student/Party Chief/Draftsman 2014-2018
- Surveying Technician 1987 - 1999

Municipal Property Assessment Corporation 1999-2013
- Manager, Valuation & Customer Relations

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CONTINUING EDUCATION

- Hydrography 2018
- Survey law 1 & 2 2017
- Statistical Analysis 2016
- Physics: Waves and Fields 2016
- Remote Sensing 2016
- Data Modeling and Estimation 2016
- Geomatics Network Design 2016
- Photogrammetry 2016
- Geospatial Information Systems 2016
- Satellite Geodesy and GNSS 2016
- Law and the Assessor 2013
- Municipal Land Use Planning 2012
- Strategies for Execution-How Leaders Get Things Done 2012
- Strategic Thinking . 2012
- Assessment Review Board 2011
- Occupational H & S/Workplace Violence 2010

PROJECT EXPERIENCE

Legal Surveys

MUSCOCHO MINES

Acted as party chief and draftsman for multiple mining claim surveys in the Township of Finan
(1991)

SALDAN DEVELOPMENTS

Acted as party chief and draftsman for laying out and establishing multiple plans of subdivision in Sault Ste. Marie, with subsequent tie-in surveys.
(1990-1999)

API MONTREAL RIVER CORRIDOR

Acted as party chief for establishing existing features of 20 km of power line in the Montreal River Area
(2016)

DOANE ROAD WIDENING, YORK REGION

Acted as signing surveyor for extensive widening project for over 6 km of Doane Road in East Gwillimbury in York Region.
(2018-2019)

Topographic Surveys

MISSANBIE CREE FIRST NATION

Acted as project manager in setting up ground LiDAR control.
(2019)

CIMA

Acted as project manager for topographic survey and plan preparation for a Tenaris Tubes in Sault Ste. Marie
(2019)

DAN MOODY, A.Sc.T.

PROJECT MANAGER

PROFILE

Dan is an engineering technologist with 15 years of experience providing structural and building design/drafting services. His experience extends from heavy industrial to residential and also includes project management and engineered crane lifts.

EDUCATION

Technology Diploma
Civil Engineering
Sault College
1999

Technician Diploma
Construction Engineering
Sault College
1999

PROFESSIONAL ASSOCIATIONS AND CERTIFICATIONS

- Applied Science Technologist (A.Sc.T.) with Ontario Association of Certified Engineering Technicians and Technologists (OACETT)
- Cross Connection Control Specialist (OWWA)
- Certified Rigging Trainer (Crosby Group Inc.)
- WSIB Joint Health and Safety Committee Certified Member

WORK EXPERIENCE

TULLOCH Engineering 2013 - Present
- Structural Designer/Project Manager

AECOM, 2012-2013
- Structural Technologist

M.R. Wright & Associates Co. Ltd., 1999-2012
- Engineering Technologist
- Health and Safety Chair
- IT Coordinator

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PROJECT EXPERIENCE

Structural Design & Drafting

NORTHSIDE MAZDA AUTO DEALERSHIP
Sault Ste. Marie, ON
April 2014

LAFARGE CANADA INC. BUCKET ELEVATOR TEMPORARY SHORING
Spragge, ON
April 2014

BELL CANADA FLOOR CRACK STRUCTURAL REVIEW
Sault Ste. Marie, ON
March 2014

MEMORIAL TOWER INSPECTION, REVIEW AND CONDITION ASSESSMENT
Sault Ste. Marie, ON
November, 2014

LAFARGE CANADA INC. TRUCK SCALE FOUNDATIONS
Birch Island, ON
April 2013

TOWNSHIP OF CHAPLEAU, COMMUNITY CENTRE FRONT ENTRANCE UPGRADE
Chapleau, ON
October 2013-February 2014

HURON SHORES RECREATION CENTRE EXPANSION
Sault Ste. Marie, ON
November, 2014

STEEL BACK CENTRE STRUCTURAL DRAFTING
Sault Ste. Marie, ON
June 2004-June 2006

CITY OF KIRKLAND LAKE, HOCKEY HERITAGE NORTH
Kirkland Lake, ON
January 2003-September 2004

COCKBURN ISLAND BREAKWATER WHARF REHABILITATION
Sault Ste. Marie, ON
April, 2004

FLAKEBOARD MANUFACTURING PLANT STRUCTURAL DRAFTING
Sault Ste. Marie, ON
April, 2004

MCKAY GENERATING STATION PENSTOCK WALKWAY
Montreal River, ON
September, 2001

Structural Design & Project Management

SKYWAY 8 WIND FARM SUBSTATION DESIGN
Riverview, ON
October 2013

CITY OF SAULT STE. MARIE, PEDESTRIAN BRIDGE OVER CLARK CREEK
SAULT STE. MARIE, ON
October 2013-February 2014

PUBLIC WORKS STORAGE GARAGE DESIGN REVIEW & PROJECT MANAGEMENT
SAULT STE. MARIE, ON
July2013-May 2014

ALGOMA CONDOMINIUM CORP. NO. 2, ST. BERNARD'S TOWER PARKING GARAGE REHABILITATION
Sault Ste. Marie, ON
July 2014-

ALGOMA CONDOMINIUM CORP. NO. 2, ST. BERNARD'S TOWER SWING STAGE ANCHORAGE DESIGN
Sault Ste. Marie, ON
October 2013

Building/Structure Condition Assessments

JOHN RHODES COMMUNITY CENTRE STRUCTURAL INSPECTION
Sault Ste. Marie, ON
November, 2015

ALGOMA DISTRICT SERVICES ADMINISTRATION BOARD (ADSAB) BALCONY INSPECTIONS
Various Site, ON
September 2015 – November 2015

BUILDING CONDITION ASSESSMENT
THE MACHINE SHOP (FORMER ST. MARYS PAPER)
Sault Ste. Marie, ON
September, 2014

MOOSE APARTMENTS
EXTERIOR BUILDING CONDITION ASSESSMENT
Sault Ste. Marie, ON
September, 2014

THE MEMORIAL TOWER
STRUCTURAL CONDITION ASSESSMENT
Sault Ste. Marie, ON
October, 2013

Engineered Crane Lifts

HYDRO ONE NETWORKS INC., OTTO HOLDEN DAM GATE REMOVAL
Mattawa, ON
January 2005-December 2005

HYDRO ONE NETWORKS INC., CRYSTAL FALLS DAM GATE REMOVAL
North Bay, ON
January 2004-December 2004

SHELL CANADA AND SUNCOR ENERGY, SHELL CANADA AND SUNCOR ENERGY REFINERY
January 2004-December 2006

ALVIN E. OLAR, M.A.Sc., P.Eng.

PROJECT MANAGER, STRUCTURAL ENGINEER

PROFILE

Alvin is a professional engineer with 17 years of experience providing structural, civil, geotechnical, and environmental engineering services with a strong background in construction materials testing and inspection. He has experience in structural design (heavy industrial, commercial, residential), structural load testing, project management, quality assurance/quality control, engineered crane lifts, structural condition surveys, asset management, reserve fund studies, geotechnical service, and environmental engineering.

EDUCATION

Master of Applied Science
Civil Engineering
University of Windsor
2003

Bachelor of Applied Science
Civil Engineering
University of Windsor
1999

PROFESSIONAL ASSOCIATIONS AND CERTIFICATIONS

- Professional Engineer of Ontario, License #100058345 (2003); Executive Member of the Algoma Chapter
- Ontario Society of Professional Engineers
- American Concrete Institute
- Ready Mixed Concrete Association of Ontario, Certified Auditor
- American Concrete Institute, CSA Concrete Field Testing Technician Grade I Examiner
- Precast/Prestressed Concrete Institute, PQP Level III Certified
- Building Design Specialist

WORK EXPERIENCE

TULLOCH Engineering, 2013 - Present
- Project Manager, Structural Engineer

AECOM, 2008-2013
- Project Manager, Structural Engineer

PUBLICATIONS AND PRESENTATIONS

- *Implementation of the Maturity Method for Zero-Slump Concrete Products*
  PCI Journal March-April 2004

TULLOCH ENGINEERING

CIVIL

MUNICIPAL

GEOMATICS

ENVIRONMENTAL

TRANSPORTATION

GEOTECHNICAL

MAPPING

STUCTURAL

MATERIALS TESTING

Sault Ste. Marie Office
71 Black Road
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PROJECT EXPERIENCE

Asset Management/Reserve Fund Studies

TOWNSHIPS OF SPANISH AND CHAPLEAU, TOWNSHIP ASSET MANAGEMENT, ONTARIO.

Conducted building condition surveys and replacement cost analysis. Project included building an inventory of all equipment and facilities owned by the township.
June 2008-June 2009

ALGOMA CONDOMINIUM CORP. NO. 1 AND 7, HARBOURVIEW, EDGEWATER, WATERFRONT, AND BRETON ROAD CONDOMINIUMS

Responsible for completing all aspects of reserve fund studies including a comprehensive physical condition surveys for the condominiums. Conducted financial analysis projecting repair and/or replacement costs over a 30-year period, in accordance with the Condominium Act.
Sault Ste. Marie, ON
June 2004-June 2006

ALGOMA CONDOMINIUM CORP. NO. 17, ALGOMA CONDOMINIUM CORP. NO. 17 RESERVE FUND STUDY

Responsible for completing all aspects of reserve fund studies including a comprehensive physical condition survey and financial analysis projecting repair and/or replacement costs over a 30-year period, in accordance with the Condominium Act.
Elliot Lake, ON
January 2004-December 2004

Structural Condition Surveys

TENARIS ALGOMA TUBES, ROOF CONDITION SURVEY

Project engineer responsible for detailed condition survey of mill roof, in particular the precast concrete roof slabs. Investigation included a full-scale load test of roof slabs. Responsible for designing the experiment, instrument set-up, testing, and results. Also completed the final report that outlined immediate repair areas and worked with the client to manage the risk associated with the deteriorated slabs. Also included was a preparation of a roof deck replacement specification.
Sault Ste. Marie, ON
January 2006-December 2006

ALGOMA CONDOMINIUM CORP. NO. 1, HARBOURVIEW CONDOMINIUM PARKING GARAGE

Project engineer responsible for conducting visual condition survey of cast-in-place concrete parking structure. Responsible for reviewing all previous condition surveys and preparing a final report and presentation to the condominium board for recommended repairs and/or demolition.
Sault Ste. Marie, ON
February 2004-December 2004

ALGOMA CONDOMINIUM CORP. NO. 1, HARBOURVIEW CONDOMINIUM POOL

Project engineer responsible for conducting condition survey of indoor pool. Presented repair options to the condominium board and subsequently prepared specifications and tender for repairs. Also project manager for the repairs on behalf of the owner.
Sault Ste. Marie, ON
January 2004-December 2004

ALGOMA CONDOMINIUM CORP. NO. 1, HARBOURVIEW CONDOMINIUM ROOF ANCHOR

Inspected and load tested roof anchors used for window cleaning operations.
Sault Ste. Marie, ON
June 2007-October 2007
TENARIS ALGOMA TUBES, CRANE RUNWAY

Project involved site inspection of crane runway support structure and rail alignment surveys. Preliminary design for crane upgrades.
Sault Ste. Marie, ON
January 2011-June 2012

CITY OF ELLIOT LAKE, CENTENIAL ARENA STRUCTURAL EVALUATION

Work included a structural inspection of the arena and discovered a deteriorated wood column. A subsequent project included design of the column replacement, tender package, tender, and contract administration.
Elliot Lake, ON
June 2009-June 2010

CITY OF SAULT STE. MARIE, JOHN RHODES COMMUNITY CENTRE STUCTURAL EVALUATION

Project included a structural evaluation of the complex which includes a twin pad arena and pool.
Sault Ste. Marie, ON
June 2010-October 2010

HYDRO ONE NETWORKS INC., TRUCK SHELTER

Provide on-site structural inspection and report for the truck shelter building.
Thunder Bay, ON
April 2012-June 2012

Renewable Energy - Solar Portfolio

STARWOOD SOLAR GENERATING FACILITY

Site load testing of PV Foundations, PV Foundation design, and PV Racking Design for the 20-MW solar generating facility, Sault Ste. Marie, (20MW) *Krinner*
Phase1 *2011*

Full scale PV Rack Load Tests, Sault Ste. Marie, (20MW)*Q-Cells*
Phase 2 *2011*

Site load testing of PV Foundations, PV Foundation design, and PV Racking Design for the 20-MW solar generating facility, Sault Ste. Marie, (10MW) *Krinner*
Phase3 *2011*

THUNDER BAY SOLAR GENERATING FACILITY

Site load testing for the design development of ground screws for a 30-MW solar generating facility in Thunder Bay, ON (30MW) *Krinner* *2011*

EDF EN-ENEXCO, SOLAR GENERATING FACILITY

Structural design review and full scale load test review of solar racking system supplied to the 10-MW generating facility in Ottawa, ON (10MW) *2012*

LISKEARD SOLAR GENERATING FACILITY, CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system in New Liskeard, ON (30MW), *Clarida Construction* *2012*

MISSISSIPPI MILLS SOLAR GENERATING FACILITY, CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system in Ottawa, ON (10MW) *Clarida Construction* *2012*

ODESSA AND HWY2S SOLAR FACILITY – SUN EDISON

On-site load testing and final design for PV Foundation for solar rack system in Kingston, ON (20MW), *Clarida Construction* *2013*

SILVERCREEK SOLAR FACILITY

On-site load testing and final design for PV Foundation for solar rack system in Aylmer, ON (10MW), *Clarida Construction* *2013*

STARWOOD SOLAR GENERATING FACILITY

On-site load testing and for PV Foundation for solar rack system in Sault Ste. Marie, Expansion (3MW), *Clarida Construction* *2013*

HIGHLIGHT SOLAR PROJECT - CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system and Geotechnical Investigation in Val Caron, ON (10MW) *MOSS and Associates* *2013*

MARSH HILL, SOLRAY ENERGY CORPORATION

On-site load testing and final design for PV Foundation for solar rack system, Structural foundation design for electrical components, Civil design services for access roads, site grading, fencing, and erosion control sediment plan, Geotechnical Investigation, in Scugog, ON (10MW) *MOSS and Associates* *2013*

GLENARM SOLAR PROJECT - CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system in Glenarm, ON (10MW) *MOSS and Associates* *2013*

Structural Design & Project Management

TENARIS ALGOMA TUBES, STRUCTURAL DESIGN

Design engineer for various jib cranes and lifting devices for heavy industrial applications. Projects included structural design and development of inspection procedures for unique lifting and pulling devices.
Sault Ste. Marie, ON *June 2007*

CASWELL CONCRETE PRODUCES, STRUCTURAL FOUNDATION

Design engineer for new structural foundations for a cement silo installation
Sault Ste. Marie, ON
April 2008-December 2010

GREEN LOG HOME, NEW HOMES

Design engineer for the king post truss, ridge beam, and pulins for a new log home. Project included a computer analysis of the truss and designing new truss connections using a combination of wood joinery and steel through bolts.
Blind River, ON
April 2008-August 2008

MELCHIOR MANAGEMENT, BALCONY REHABILITATION

Design engineer responsible for condition survey, repair details, specification, and project management for rehabilitation of 24 apartment balconies.
Sault Ste. Marie, ON
February 2007-August 2008

CITY OF SAULT STE. MARIE, STEEL BACK CENTRE

Structural designer and structural project manager for this new 5000-seat, multi-purpose event centre. Structural design team member and designed foundations, columns, large span roof trusses, precast bleachers and slabs, and reviewed associated shop drawings. Also provided structural general review during construction and also coordinated all material testing and inspection.
Value: $25M
Sault Ste. Marie, ON
June 2004-June 2006

BROOKFIELD RENEWABLE POWER, ONTARIO WIND OPERATIONS OFFICE AND MAINTENANCE FACILITY

Structural design engineer and structural project manager for the 20,000-square-foot building. Provided assistance with foundation and floor slab design, civil works design, reviewed all structural shop drawings, conducted structural general review during construction, and coordinated all material testing and inspection.
Sault Ste. Marie, ON
January 2006-November 2006

PRECON DEVELOPMENTS, GREAT NORTHERN ROAD STRIP MALL

Structural design engineer and structural project manager for the 18,000-square-foot building. Provided assistance with foundation and floor slab design, reviewed all structural shop drawings, conducted structural general review during construction, and coordinated all material testing and inspection.
Sault Ste. Marie, ON
January 2006-November 2006

CITY OF SAULT STE. MARIE, PHASE X MUNICIPAL MAUSOLEUM

Structural project manager responsible for detailed design of foundations, crypts, and retaining walls. Also reviewed all structural shop drawings and performed structural general review during construction.
Sault Ste. Marie, ON
January 2006-November 2006

MUNICIPALITY OF MANITOWANING, MANITOWANING WATER TREATMENT PLANT

Structural project engineer responsible for detailed design of foundations, containment walls, roof structure, and monorails. Also reviewed all structural shop drawings and performed structural general review during construction.
Manitoulin Island, ON
January 2005-August 2006

CITY OF SAULT STE. MARIE, PHASE IX MUNICIPAL MAUSOLEUM

Structural project manager responsible for detailed design of foundations, crypts, and retaining walls. Also reviewed all structural shop drawings and performed structural general review during construction.
Sault Ste. Marie, ON
January 2005-November 2005

MUNICIPALITY OF KAGAWONG, KAGAWONG WATER TREATMENT PLANT

Structural project engineer responsible for detailed design of foundations, containment walls, roof structure, and monorails. Also reviewed all structural shop drawings and performed structural general review during construction.
Manitoulin Island, ON
January 2004-November 2004

CITY OF KIRKLAND LAKE, HOCKEY HERITAGE NORTH

Structural design engineer and structural project manager for the 18,000-square-foot building. Provided assistance with foundation and floor slab design, reviewed all structural shop drawings, and conducted structural general review during construction.
Kirkland Lake, ON
January 2003-September 2004

MAC'S CONVENIENCE STORE, FOUNDATION & FLOOR DESIGN

Structural design engineer and structural project manager for the 1831-square-foot building. Provided assistance with pile foundation design and floor slab design, reviewed all structural shop drawings, conducted structural general review during construction. Also conducted piling inspection and coordinated concrete and steel inspections.
Sault Ste. Marie, ON
January 2003-November 2003

TOWNSHIP OF CHAPLEAU, CHAPLEAU PEDESTRIAN BRIDGE

Rehabilitation design and contract administration for pedestrian bridge. Duties included evaluation of existing structure, design of repairs, completion of design drawings and tender package, contract administration of work. Work also included completing successful funding applications.
Chapleau, ON
June 2008-June 2010

TOWNSHIP OF CHAPLEAU, CHAPLEAU PEDESTRIAN BRIDGE REPAIRS

Emergency repairs to pedestrian bridge upon vehicular impact. Duties included evaluation of existing structure, design of repairs, completion of design drawings and tender package, contract administration of work.
Chapleau, ON
March 2011-June 2012

BROOKFIELD RENEWABLE POWER, HOLLIGSWORTH DAM BRIDGE REHABILIATION

Prepare rehabilitation design, drawings, and specification/tender package.
Wawa, ON
June 2010-June 2012

BROOKFIELD RENEWABLE POWER, CLERGUE GS BRIDGE REHABILITATION

Condition assessment of bridge wearing surface. Rehabilitation design for deck wearing surface replacement and deck repairs. Work included a tender package, drawings, and contract administration.
Sault Ste. Marie, ON
June 2012-November 2010

TOWNSHIP OF CHAPLEAU, CHAPLEAU WATER TREATMENT PLANT GENERATOR REPLACEMENT

Project involved replacement of the standby generator for the water treatment plant. Responsibilities included project management for the generator and fuel oil contamination remediation.
Chapleau, ON
January 2011-November 2011

SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY, COLLEGE ROOF MOUNTED SOLAR

Project included a structural inspection and analysis of various campus buildings to evaluate the suitability for roof mounted solar modules.
Sault Ste. Marie, ON
March 2010-September 2010

CITY OF SAULT STE. MARIE, MOUNTED SOLAR

Project included the review of three municipal structures to evaluate the suitability to accept

roof mounted solar modules.
Sault Ste. Marie, ON
January 2010-October 2010

PARKS CANADA, CANAL HISTORIC STAIR REHABILITATION**,**

Project involved the detailed design and tender package for the rehabilitation of the historic limestone stairs at either side of the canal.
Sault Ste. Marie, ON
February 2011-May 2011

Structural Design & Project Management

MINISTRY OF TRANSPORTATION ONTARIO, BRIDGE AND CULVERT INSPECTIONS

Completed over 300 bridge and culvert inspections. Structures located mostly in the Algoma District with some inspections in Hearst, North Bay, Sudbury, and Manitoulin Island. Performed inspections using the Ministry's Bridge Management System (BMS) and followed the Ontario Structure Inspection Manual (OSIM) program.
February 2007-June 2012

HENSON AND TREGONNING LOGGING, TEMPORARY LOGGING BRIDGE INSPECTIONS

Work included a physical condition survey of five steel temporary logging bridges and abutments. The work also included verification that the bridges met the current CSA Bridge Design Code.
June 2005-August 2005

TOWNSHIP OF HORNEPAYNE, MUNICIPAL BRIDGE INSPECTIONS

Completed municipal bridge and culvert inspections in compliance with O.Reg. 104/97 for two structures.
Hornepayne, ON
June 2008-June 2012

TOWNSHIP OF SABLES-SPANISH RIVERS, MUNICIPAL BRIDGE INSPECTIONS

Completed municipal bridge and culvert inspections in compliance with O.Reg. 104/97 for 26 structures.
Massey, ON
June 2008-January 2011

TOWNSHIP OF NAIRN AND HYMAN, MUNICIPAL BRIDGE INSPECTIONS

Completed municipal bridge inspection in compliance with O.Reg. 104/97 for one structure.
Nairn Centre, ON
June 2009-September 2009

TOWNSHIP OF PLUMMER ADDITIONAL, MUNICIPAL BRIDGE INSPECTIONS

Completed municipal bridge and culvert inspections in compliance with O.Reg. 104/97 for six structures.
Bruce Mines, ON
June 2008-November 2008

TOWNSHIP OF JOHNSON, MUNICIPAL BRIDGE INSPECTIONS

Completed municipal bridge and culvert inspections in compliance with O.Reg. 104/97for 13 structures.
Desbarats, ON
June 2008-October 2008

TOWNSHIP OF CHAPLEAU, MUNICIPAL BRIDGE INSPECTIONS

Completed municipal bridge and culvert inspections in compliance with O.Reg. 104/97 for four structures.
Chapleau, ON
June 2007-June 2011

Quality Assurance/Quality Control

READY MIX CONCRETE PRODUCERS, READY MIX CONCRETE PLANT AUDITS

Only approved auditor in the Algoma District. Audited more than 13 ready mix concrete production facilities in northern Ontario
June 2004-June 2012

MINISTRY OF TRANSPORTATION OF ONTARIO, KASHUBECK CREEK CULVERT RELINE, HIGHWAY 17

QVE engineer and material testing technician for

the 2440 mm diameter CSP culvert concrete reline.
Wawa, ON
June 2006-October 2006

MINISTRY OF TRANSPORTATION OF ONTARIO, BATCHAWAN AND CARP RIVER BRIDGES, HIGHWAY 17

QVE engineer bridge rehabilitation
Batchawan, ON
July 2013-October 2013

CASWELL CONCRETE PRODUCTS, PRECAST CONCRETE FACILITY AUDITOR

Auditing engineer for the precast concrete septic tank manufacturer. The scope of work included inspecting forms, reinforcing, and finished product for compliance with CSA standards.
Sault Ste. Marie, ON
December 2006

M.R. WRIGHT AND ASSOCIATES, MATERIALS TESTING LABORATORY

Supervising engineer for a full-scale (asphalt, concrete, aggregates, soils, and compaction) material testing laboratory from 2003 to 2006. Major projects included the $25 million Sault Ste. Marie Steel Back Centre and the Prince Wind Energy project comprising 126 wind turbines extending over nearly 20,000 acres, with a total installed capacity of 189 megawatts.
Sault Ste. Marie, ON
June 2003-January 2007

PRESTRESSED SYSTEMS INC., PRECAST CONCRETE FACILITY

Quality assurance manager that produced annually 4 million square feet of hollow core floor/roof slabs, and over 70,000 m3 of wet cast concrete products such as parking garages elements, highway bridge girders, arena seating bleachers, and wall panels. Responsible for maintaining CSA, PCI, and UL certifications for the plant and all products. Also responsible for writing the quality assurance manual for the precast operation. Supervised 10 quality control inspectors and responsible for all material testing and inspections. Major projects included Chrysler Canada Headquarters parking garage in Windsor, Ontario; Commercial Bank 8-storey parking garage in Detroit, Michigan, an parking garage with all double tee beams produced with self-consolidating concrete; and Detroit Metro Airport parking garage, a 10-storey, 11,500-stall parking garage built with products from seven precast companies.
Windsor, ON
January 2000-December 2002

DEFENCE CONSTRUCTION CANADA, CADET SHED

Provided material testing and inspection services for the cadet shed during construction. Services included, compaction testing, bolt torque inspection, and concrete testing.
Sault Ste. Marie, ON
March 2011-June 2011

Engineered Crane Lifts

HYDRO ONE NETWORKS INC., OTTO HOLDEN DAM GATE REMOVAL

Designed engineered crane lift for removal of dam gates at the dam.
Mattawa, ON
January 2005-December 2005

HYDRO ONE NETWORKS INC., CRYSTAL FALLS DAM GATE REMOVAL

Designed engineered crane lift for gate removal for dam gate removal.
North Bay, ON
January 2004-December 2004

SHELL CANADA AND SUNCOR ENERGY, SHELL CANADA AND SUNCOR ENERGY REFINERY

Designed engineered crane lift for equipment installations at refinery.
January 2004-December 2006

Geotechnical Services

BROOKFIELD RENEWABLE POWER, PRINCE WIND FARM, PRINCE TOWNSHIP, ONTARIO.

Scope of work included geotechnical services to review the in-situ soil conditions for a creek crossing that would sustain concrete strip footings for the culvert structure. Directly involved in providing geotechnical recommendation to allow the contractor to proceed with the work after finding unusually weak soils.
June 2005-November 2005

SAL-DAN DEVELOPMENTS, CODY HEIGHTS SUBDIVISION

Project engineer for the ravine infill for the new subdivision. Assisted with development of a fill procedure and coordinated all compaction testing and reviewed results.
Sault Ste. Marie, ON
June 2004-October 2004

Environmental Engineering

VARIOUS CLIENTS, FUEL OIL SPILL REMEDIATION, VARIOUS LOCATIONS, ONTARIO.

Project engineer and assisted with both the environmental remediation as well as the structural stability of the structures. locationed at Sault Ste. Marie, Heyden, St. Joseph Island, and Bruce Mines.
June 2003-June 2006

Contract Administration

INTERNATIONAL BRIDGE ADMINISTRATION, INTERNATIONAL BRIDGE CANADIAN ARCH SPAN REHABILITATION

Duties included filed inspections of work performed and contract administration tasks including submittal reviews, progress payments, and certificates.
Sault Ste. Marie, ON
January 2009-December 2009

Demolition

CITY OF SAULT STE. MARIE, MEMORIAL GARDENS ARENA DEMOLITION

Project involved demolition of existing 3,200-seat Memorial Gardens Arena. Responsibilities included reviewing demolition plan and interference with new arena construction adjacent to site.
Sault Ste. Marie, ON
February 2006-June 2006

INTERNATIONAL BRIDGE ADMINISTRATION, CANADIAN BRIDGE PLAZA MODERNIZATION

Project involved demolition of six structures along Queen Street to make way for the new Bridge Plaza at the International Bridge. Responsibilities included assistance with tender package, site meetings, and general review during demolition.
Sault Ste. Marie, ON
January 2009-June 2010

TOWNSHIP OF CHAPLEAU, TOWER APARTMENT DEMOLITION

Preparation of tender package, tendering, and contract administration for the demolition of the 40-unit apartment building.
Chapleau, ON
February 2010-September 2011



DOV GOLDSTEIN
SENIOR PRACTICE LEADER

Education

- B.A. Urban Geography, University of Western Ontario

Employment Experience

- Senior Practice Leader, Lord Cultural Resources, 2018 - Present
- Principal Consultant, Lord Cultural Resources, 2012 - 2018
- Senior Consultant, Lord Cultural Resources, 2008–2012
- Director, Interior Design Show, 2001-2007
- Director of Exhibitions, Design Exchange, 1993-2001
- Development Officer, Canadian Broadcasting Company (CBC), 1988-1992

Project Experience

- City of Sault Ste. Marie, Ontario, Arts, Culture and Heritage Plan
- Enoch Pratt Free Library, Baltimore, Maryland, Strategic Plan
- Allan Gardens, Toronto, Ontario Operational Plan
- First Parliament, Toronto, Ontario, Heritage Interpretive Strategy
- City of Brampton, Ontario, Culture Master Plan
- Hudson's Site, Detroit, Michigan, Concept Development
- Mississauga Public Library, Community Engagement Strategy
- Library and Archives Canada, Ottawa, Ontario, Organizational Assessment
- Miami-Dade County Public Library System, Miami, Florida, Strategic Plan
- Oakville Public Library, Oakville, Ontario, Strategic Plan
- Edwards Gardens and Toronto Botanical Gardens, Toronto, Canada, Master Plan
- Project: Under Gardiner, Toronto, Canada, Programming Framework and Partnership Strategy
- Jewish Museum of Canada, Toronto, Canada, Master Plan
- The Museum of the Future, Cobb County, Illinois, Concept Development, Feasibility Study
- National Holocaust Monument, Ottawa, Canada, Concept Planning
- Canada's Diversity Gardens at Assiniboine Park, Winnipeg, Canada, Visitor Experience and Program Plan, Interpretive Plan, Content Development
- Devonian Botanic Gardens, University of Alberta, Edmonton, Canada, Program and Visitor Experience Planning
- Town of Milton, Milton, Canada, Community Services Plan
- Oscar Peterson Arts and Jazz Centre, Toronto, Canada, Visioning
- Ontario Place, Toronto Canada, Visioning
- The Banff Centre, Banff, Canada, Environmental Scan
- Canadian Museum for Human Rights, Winnipeg, Canada, Client Representation
- City of St. Catharines, St. Catharines, Canada, Cultural Master Plan
- Barnes Museum, Philadelphia, USA, Visitor Experience Assessment
- Design Exchange, Toronto, Strategic Plan
- Utah Film and Media Arts Center, Salt Lake City, UT, Feasibility Study, Project Management

- Toronto International Film Festival, Toronto, Exhibition Strategic Planning, Project Management
- King Abdulaziz Center for World Culture, Dhahran Saudi Arabia, Project Management
- Bahrain National Monument, Bahrain, Project Management
- City of Sarasota, Sarasota USA, Arts Festival Feasibility Study
- Building Bancroft project, Ontario, Canada: Master Plan for proposed Bancroft Heritage Centre
- National Centre for Jewish Heritage, Toronto, Canada, Interpretive Planning and Project Management
- Rochester Arts Festival, Rochester, NY, Feasibility Study
- Eastern State Penitentiary, Philadelphia, PA, Project Management
- Public Spaces Programme, CBC, Toronto, Canada, Project Development and Management
- "Pop in Orbit" (temporary exhibition), Design Exchange, Exhibition Development
- "Fall Forward" (temporary exhibition) , Design Exchange, Exhibition Development
- "International Designer Lecture Series", Design Exchange, Program Development
- "Studio North", Interior Design Show, Exhibition Development

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61 Villarboit Cres. Unit 1
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Tel: (416) 465-7581
Fax: (905) 761-9794



Contact Name: Wayne Borrowman P.Eng
Title: Director of Engineering
Contact Number: 416-465-7581 Ext 3353
Contact E-mail: wborrowman@toromont.com
Years of Experience: 27 years to present
Education: University of Windsor Bachelor of Mechanical Engineering

Affiliation
Association of Professional Engineers & Geoscientists of BC
American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
Professional Engineer of Ontario (PEO)
Boiler & Refrigeration Advisory Committee for BC Safety Authority

Bio
Wayne Borrowman has been designing and engineering custom refrigeration systems for the food, beverage and ice sports industry for many years. He has been involved with massive industrial plant projects to your local ice rink and curling club.

Role
Wayne will design and engineer the new Ammonia/Glycol refrigeration system for the Northern Community Centre. He will put together all the required equipment submittals and drawings for a complete state of the art refrigeration system.

Wayne will attend all required project team meetings, design team meetings and contractor meetings during construction

Wayne will be devoted to this project from the start to completion including all project phase such as the schematic design phase, design development, construction document phase, construction phase and project completion/commissioning management.

Past Experience
Wayne has been involved with the following projects;

- Seymour Hannah Sports & Entertainment Centre – St. Catharines
- Meridian Centre – St. Catharines
- West Lincoln Community Centre – Township of West Lincoln
- Chippawa Willoughby Memorial Arena – Niagara Falls
- Wainfleet Arena – Town of Wainfleet
- Oakville Arena – Town of Oakville
- Thorold Community Arenas – City of Thorold
- Sherwood Community Centre – Town of Milton
- Waterdown Skating Trail – City of Hamilton
- Bernie Morelli Recreation Centre – City of Hamilton
- Sofina Foods – City of Burlington
- Maple Leaf Foods – City of Hamilton
- Conestoga Cold Storage – Kitchener

A2 SUB-CONSULTANT PROJECT SAMPLES

CANADA'S DIVERSITY GARDENS

Winnipeg, Manitoba, 2015, 2016-19





Established in 1904, Assiniboine Park is one of the largest urban parks in Canada and one of Winnipeg's most loved attractions with millions of visitors each year. Year-round, the Park covers 1,100 acres and includes an array of attractions and amenities such as the Assiniboine Park Zoo, Assiniboine Park Pavilion Gallery Museum, and the Leo Mol Sculpture Gardens. Assiniboine Park Conservancy, is currently leading on a major $200 million revitalization of the Park. Development of Phase 3 is underway and will replace the existing Conservatory building with a new cultural attraction – Canada's Diversity Gardens. Throughout the four cornerstone nature experiences – The Leaf, The Indigenous Peoples' Garden, The Cultural Mosaic Gardens, and The Grove – visitors will explore the human connection with plants and discover the role plants have in shaping the life and identity of their community and their country – past, present and future.

In 2015, Lord Cultural Resources was commissioned to assist APC in the development the visitor experience and program elements for the proposed new conservatory and to create a Visitor Experience Plan to help guide further design and implementation. A cohesive narrative has been developed to tie all the elements of the Gardens together in order to tell a complete and captivating story.

In 2016, Lord Cultural Resources was re-enlisted to continue development of the plan into an Interpretive Strategy and contribute to the overall project design. Through a series of workshops with the Indigenous community, stakeholder interviews and public open houses, our team gathered ideas, tested exhibit themes and collecting plant stories.

We are currently working with the Gardens to provide comprehensive content development for exhibitions.

Client:
Assiniboine Park Conservancy (APC)

Project Services:
Visitor Experience and Program Plan, Interpretive Strategy

Images:
KPMB Architects

DEVONIAN BOTANIC GARDENS

Edmonton, Alberta, 2014-15







At over 150 acres, the University of Alberta's Devonian Botanic Garden (DBG) in Edmonton boasts a number of beautiful display gardens, including the Kurimoto Japanese Garden, Patrick Seymour Alpine Garden, Native People's Garden, and Alberta Plants Garden. This fantastic "garden in the forest" also features a number of greenhouses, the Butterfly Showhouse, nature trails, and a stimulating program of public events and educational experiences. Exciting new additions planned for DBG include the spectacular 9-acre Islamic Garden created with the support of the Aga Khan Foundation and the state-of-the-art 38,000 sqft Ecological Learning Centre (ELC). Recently, the DBG was also gifted the remaining 50 acres of the Dyde Estate on which sits the Dyde House, a summer residence designed by one of Canada's architectural icons Arthur Erickson. These new features, combined with an ambitious goal of increasing visitation from its current 70,000 annual visits and becoming the premiere garden destination in Alberta, has motivated the gardens to produce a strategic master plan to help guide development of the site.

Lord Cultural Resources, in collaboration with 02 Design, was tasked to develop a sector plan that re-evaluates circulation patterns, entrances and exits, as well as visitor experience, programmatic and garden components at DBG. Lord assessed current programming, current gardens and visitor amenities against international garden trends, programming and best practices. Research contributed to the development a 5-year garden design master plan which will encourage repeat visitors, as well as attract new garden tourists and diversify audiences. Ultimately, through programming and development, DBG will increase the number of visiting opportunities, enhance the quality of the current visiting experience and introduce new elements to extend the garden visiting season.

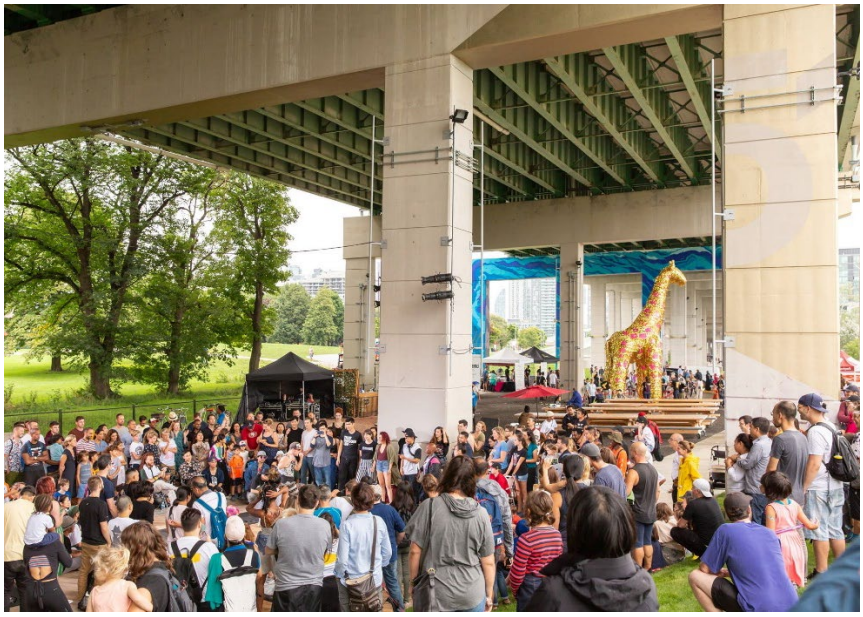
Client:
Devonian Botanic Gardens, University of Alberta

Project Services:
Program and Visitor Experience Planning

Image source:
Wikimedia Commons

THE BENTWAY - PROGRAMMING FRAMEWORK

Toronto, Ontario, 2016





The Bentway is a unique and innovative new public space that has transform 10 acres and nearly 2 km of unused City of Toronto space beneath the Gardiner Expressway in downtown Toronto. The Bentway has reclaim Toronto's infamous piece of infrastructure and programed it with arts and cultural activities year round. This project has been made possible through a major gift by one of Toronto's foremost philanthropists and city builders and is being administered by Waterfront Toronto.

Lord Cultural Resources, working closely with the design team of Public Work, Urban Planner Ken Greenberg, the funders and Waterfront Toronto, was engaged to develop the cultural programming framework. This framework sets out the curatorial statement and programs, activities and events that will define, shape, transform and activate The Bentway as a 365-day a year cultural attraction. As part of this process, Lord undertook extensive research, organized a 2-day "think tank" event with international cultural and urban planning thought leaders, and facilitated a workshop with leading Toronto arts and culture groups.

In addition, Lord developed a partnership strategy to establish the mechanisms which the newly formed Conservancy will use to engage with local arts organizations and institutions, artists and other programmers. These partners will be integral to the programming complement at The Bentway.

Client:
Waterfront Toronto on behalf of Public Work

Project Services:
Cultural Programming Framework and Partnership Strategy; International Think Tank

Images:
www.facebook.com/thebentway/

ANISHINABEK DISCOVERY CENTRE

Stage 1 Archaeological Assessment



LOCATION

Sault Ste. Marie, Ontario, Canada

CLIENT

Shingwauk Education Trust

STATUS

Completed (August 2017)

PROJECT DESCRIPTION

WSP Canada Inc. was retained by the Shingwauk Education Trust to conduct a Stage 1 Archaeological Assessment for lands to be impacted by the proposed education centre development, located along Queen Street East in Sault Ste. Marie, Ontario. This archaeological assessment was completed so that the Client met their legal obligation under the *Ontario Heritage Act*.

This construction of an Indigenous education centre on the property has been a goal of the Shingwauk Education Trust since its creation in 1994. The Anishinabek Discovery Centre is to be a combined education, research, and cultural centre operated by the Shingwauk Education Trust in cooperation with Algoma University.

OUR APPROACH

Archaeological activities were carried out in accordance with the *Standards and Guidelines for Consultant Archaeologists* (Ministry of Tourism, Culture and Sport). This assessment involved a review of documents pertaining to the property, including historic maps, topographic maps, natural heritage maps, aerial photographs, local histories, and archaeological literature to identify features of archaeological potential within or adjacent to the property.

A property inspection was completed for the entire property to confirm the presence of these features or record their absence. Areas exempt from further archaeological assessment (e.g. steeply sloped, permanently wet, disturbed, etc.) were documented as well.

LIST OF PRIMARY SERVICES

1. Background Research
2. Property Inspection
3. Analysis and Recommendations
4. Submission of final Stage 1 Archaeological Assessment report to the Ministry of Tourism, Culture and Sport.

OUTCOME/CLIENT BENEFITS

A Stage 2 Archaeological Assessment was recommended for a portion of the property, given its proximity to the St. Mary's River. A substantial portion of the property was documented as either disturbed, steeply sloped, or low and wet and therefore was exempt from further archaeological assessment.

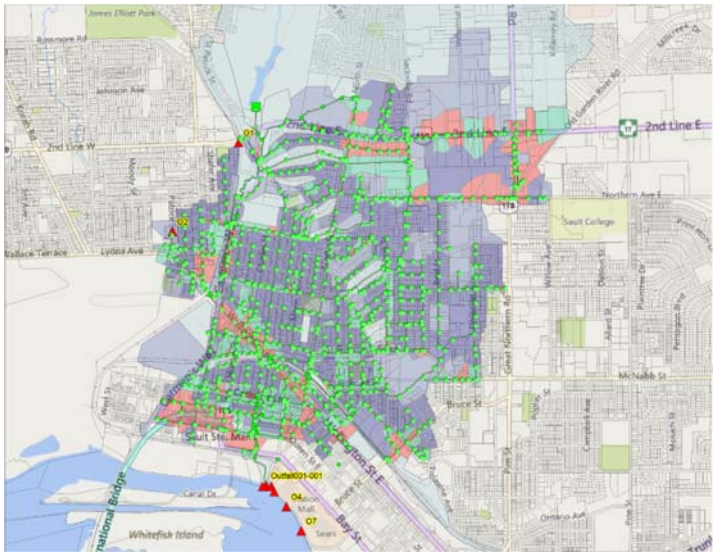
Fort Creek Aqueduct Replacement
Phase 1 - Wellington Street

The Corporation of the City of Sault Ste. Marie

The Fort Creek Aqueduct is a large reinforced concrete box storm sewer through an area of Sault Ste. Marie commonly known locally as Steelton. The box culvert outlived its useful service life and was in need of replacement. Sections of the aqueduct were over 100 years old and replacement was necessary to ensure safety of motorists and pedestrians.

The Fort Creek watershed has a total catchment area of approximately 1,516 hectares and a total length from its source near Fifth Line to its outlet south of Bay Street West of approximately 8 km. In the early 1970's, a dam was constructed just north of Second Line West creating the Fort Creek reservoir with the purpose of providing protection against flooding to the more southerly, heavily urbanized portion of the watershed. The flood control dam intercepts runoff from an area of approximately 860 hectares.





The upper portion of the watershed, as far south as Second Line, is largely rural in character. The lower portion of the watershed, south of Second Line, is primarily a built-up area and heavy urbanization has occurred south of Conmee Avenue.

The Fort Creek Aqueduct is considered a flood control structure by the City of Sault Ste. Marie and therefore, was designed to a higher standard than typical storm sewers which are designed on the basis of a 10-year return period storm. In general, the City's flood control channels and aqueducts are designed to accommodate either a 1:100 year flow or the flow produced by the Timmins Regional Storm, whichever is greater.

Fort Creek Aqueduct Replacement Phase 1—Wellington Street (continued)

A Class Environmental Assessment (EA) was initiated by The City of Sault Ste. Marie's Engineering and Planning Department to determine the required hydraulic capacity and to review potential alternate routes through the Steelton area prior to its replacement. TULLOCH Engineering was engaged to complete this assignment, including the detailed design and construction contract administration of the preferred solution.

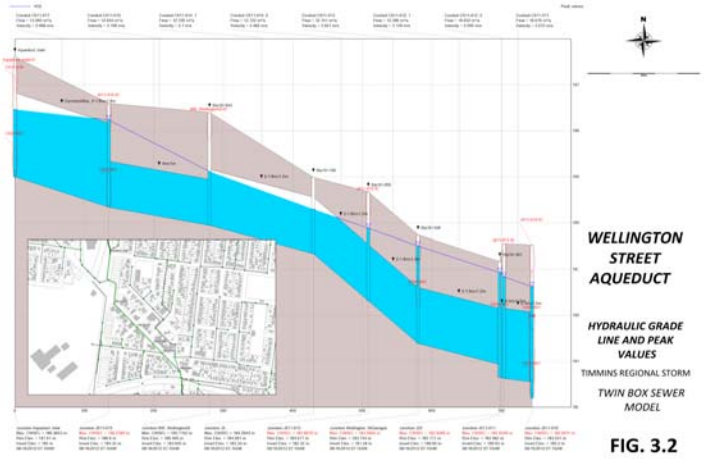


FIG. 3.2

In conjunction with the Class Environmental Assessment for the subject project, TULLOCH Engineering prepared a "Watershed Appraisal and Hydraulic Assessment" report (July 2016). This report included a detailed hydrologic analysis and modelling of the watershed to establish design flows considering both the minor and major drainage systems. The hydraulic capacity of the aqueduct also needed to be evaluated and improvements made as necessary to meet current stormwater standards. The hydrologic analysis of the Fort Creek watershed included analysis of the 1:100 year return period storm and the Timmins Regional Storm. The analysis concluded that the highest design flows were generated by the Timmins Regional Storm and therefore, these design flows were utilized for the design of this project.

The preferred solution was to replace the aqueduct through Steelton in the same location along Wellington St West, including replacing the inlet and off road section west of Carmen's Way. The existing Carmen's Way and Wellington Street crossings were adequate and were thus left in place. In addition the preferred solution included the upgrading of the St. Georges Avenue storm sewer westerly from the John Street intersection to the aqueduct.

TULLOCH completed the detailed design and tendering of the project in 2017 and construction of Phase 1 commenced in 2018, which is successfully nearing completion, scheduled for the fall of 2019. Subsequently, TULLOCH has been engaged by the City of Sault Ste. Marie to again evaluate and design the next phase of the Fort Creek Aqueduct Replacement within the Laneway paralleling to the east of John Street. This project is scheduled to start construction in the spring of 2019 and take two years to complete.

Pim and McNabb Street Drainage Improvements

The Corporation of the City of Sault Ste. Marie

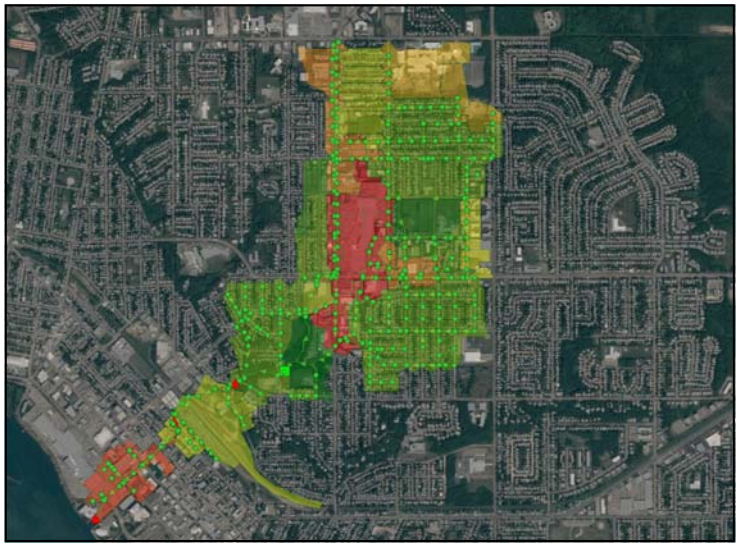
In 2015, TULLOCH Engineering was engaged by the City of Sault Ste. Marie to commence with an Environmental Assessment to address flooding issues within the McNabb Street and Pim Street areas in Sault Ste. Marie, Ontario. Flooding was a frequent occurrence and was affecting both public and private lands and infrastructure.

In the initial phases of the Environmental Assessment, TULLOCH completed a hydrological and hydraulic assessment of the existing drainage systems. Both conveyance capacity of the minor piped storm sewer network and the lack of an overland flow route were identified as the primary causes of flooding. Complicating the problem was that much of the City's existing storm sewer infrastructure was placed very deep (~6-9m deep) on private property and the past topography of the area had undergone significant terraforming in the 1960's resulting in the filling of a large existing ravine.

As common with many municipalities, development and urban sprawl has put pressure on existing downstream drainage systems. The subject sewer network drains much of the north central portion of the City of Sault Ste. Marie through the old downtown core. During the course of exploring options associated with increasing conveyance capacity within the storm sewer system, it was quickly identified that any increase in flows to the downtown core would simply result in moving the flooding problems from upstream to the downstream downtown core of the City.

The Class EA explored various options of reducing and managing runoff and/or flow rates from the watershed, both upstream and downstream of the proposed storm sewer replacement. The preferred alternative capitalized on the existing natural topography of the area by utilizing the existing ravine south of Bruce Street between Pim Street and Gladstone Avenue as a stormwater management pond. The reconstructed Gladstone Avenue roadway provided a man-made embankment/berm splitting the natural ravine in two. Downstream of Gladstone Avenue, the underground storm sewer conveyance system resumes. The storm sewer system ultimately discharges to the St. Mary's River near the far south end of Elgin Street and St. Mary's River Drive.

The ravine operates as a dry detention pond for the management of storm water release rates to the downstream receiving sewer system. The project received approval to proceed to construction from both the City of Sault Ste. Marie and Sault Ste. Marie



Pim and McNabb Street Drainage Improvements (continued)

Region Conservation Authority in the spring of 2017 and was successfully completed by fall of 2018.

TULLOCH's complete scope of services for the project included conducting an environmental assessment and determining the preferred solution, geotechnical investigations, natural (aquatic and terrestrial) and cultural environmental assessments, species at risk assessments, hydrological analysis of the watershed, hydraulic assessments of both existing and various alternatives to conveyance systems, detailed design and specifications, assistance with tendering and services during construction including contract administration and inspection services.

The project involved the replacement of 760 m of existing deteriorated and under capacity storm sewer from McNabb Street, southerly through Poplar Park and westerly crossing Pim Street discharging to an existing natural ravine, including the replacement of 118m of storm sewer draining the subdivision commonly referred to as Monterey Gardens to the east and connecting to the proposed new sewer within Poplar Park. The new storm sewer consists of 136m of 600mm dia., 340m of 1500mm dia., 136m of 1800mm dia., 64m of 2100mm dia. and associated catch basin and commercial property storm sewer laterals.





An existing ravine encompassing an area of approximately 23 hectares was converted to function as a dry detention pond providing a maximum available storage volume of 7.923 ha·m prior to overflow occurring across Gladstone Ave. The maximum actual storage volume required due to the Regional Timmins Storm occurrence is 2.788 ha·m. The ravine accepts stormwater from a 188.2 hectare drainage area. Peak release rates are controlled to downstream sewer capacities and/or existing conditions to mitigate and reduce the risks of downstream flooding.

TULLOCH is very proud to have successfully completed this project on behalf of the City of Sault Ste. Marie. The cost effective practical solution will service the community well for decades to come.



Sault Ste. Marie Train Station

Mill Square, Sault Ste. Marie, ON

Client Reference: Mr. Tony Porco, Owner SIS

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T.,

Scope of Work:

Complete civil and structural design for a new 2 storey, 12,000 sq. ft. train station. The train station will also house a railway museum, microbrewery and restaurant.

Approximate Design Fees: $150,000

TULLOCH ENGINEERING

project summary



Black Bird Maple Syrup Processing Facility

6062 Highway 17 North, Goulais River, ON

Client Reference: Mr. Michael Moore, President

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Tyler Moody, A.Sc.T.

Scope of Work:

Complete geotechnical study, foundation and precast slab design for a pre-engineered, 20,000 sq. ft. maple syrup processing facility.

Approximate Design Fees: $75,000.00

TULLOCH ENGINEERING

project summary



Sault College of Applied Arts and Technology – Waterfront Centre

St. Marys River Waterfront, Sault Ste. Marie, ON

Client Reference: Mr. Trevor Rising, P.Eng – Director Physical Resources

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Matt Kirby, P.Eng.

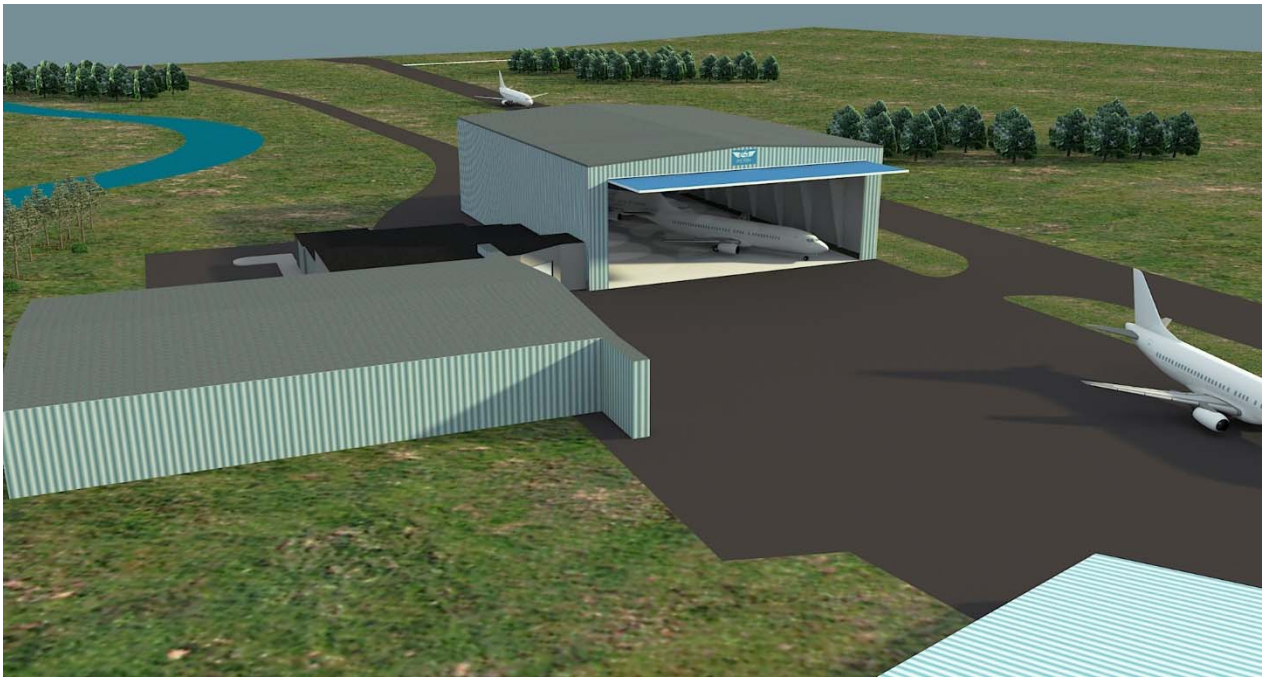
Scope of Work:

Completed foundation design, structural design, civil design, general review during construction and materials testing/inspection for a 5,000 square foot multi-use educational facility and a 5,000 square foot storage garage.

Approximate Design Fees: $80,000

TULLOCH ENGINEERING

project summary



Springer Aerospace

Barr River, ON

Client Reference: Mr. Michael Moore, President

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Tyler Moody, A.Sc.T.

Scope of Work:

Complete geotechnical study, foundation and building envelope design for a pre-engineered, 20,000 sq. ft. aircraft hangar and 5,000sf. Office space.

Approximate Design Fees: $60,000.00

TULLOCH ENGINEERING

project summary





JD Aero Maintenance

Sault Ste. Marie Airport, Sault Ste. Marie, ON

Client Reference: Mr. Terry Bos, President & CEO

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Matt Kirby, P.Eng.

Scope of Work:

Complete structural design for a new 2 storey, 18,000 sq. ft. office/warehouse addition between two existing aircraft maintenance hangars.

Complete structural and building envelope design for a 10,000 sq. ft. addition to an existing aircraft hangar. Design also included 44 ft. high, 8 leaf aircraft doors to accommodate a Boeing 737 Aircraft.

Approximate Design Fees: $160,000

TULLOCH ENGINEERING

project summary

MULVEY&BANANI
LIGHTING INC.

Community Common Park

Mississauga, ON





MBL/ MBII SCOPE
Electrical Engineering and Lighting Design

DETAILS
PROJECT SIZE: 3.4 acres
CONSTRUCTION COST: $5.6M
PROJECT COMPLETION: 2011

MBII KEY STAFF INVOLVED
Joe Berardi, Principal in Charge
Paul Boken, Associate in Charge of Lighting Design

PROJECT TEAM
LANDSCAPE ARCHITECT Janet Rosenberg & Studio

A part of Mississauga's City Centre, this park includes large areas of open green space, a tree-lined promenade, a dog park, washrooms and an LED-lit water wall.

With a magical water experience, the park was designed to make Mississauga more pedestrian-friendly and urban. Community Common links together various parks around the City Centre, including the Civic Square and nearby Zonta Meadows Park.

Linear LED lights line the edge of park seating. Linear RGB LED water fixtures light water features, while trees are brought to life with uplights that detail their form and mass. General green spaces are lit with floodlights that are equipped with a break-up gobo to provide creative lighting throughout the park area.

MULVEY&BANANI
LIGHTING INC.

Newmarket Riverwalk Commons

Welland, ON





MBL SCOPE
Lighting Design

DETAILS
PROJECT SIZE: 8.4 acres
CONSTRUCTION COST: $4M
PROJECT COMPLETION: 2011

MBII KEY STAFF INVOLVED
Joe Berardi, Principal in Charge
Paul Boken, Associate in Charge of Lighting Design

PROJECT TEAM
LANDSCAPE ARCHITECT Janet Rosenberg & Studio
ARCHITECT Superkül Inc. Architect

REFERENCE
Dereck Revington Studio
20 Brockton Ave. #11
Toronto, ON, M6K 1S5
T: 416-203-2677
E: drevington@revingtonstudio.com

This urban park is a community landmark that links Newmarket's trail system to the downtown core and features an open-air skating rink that transforms into an interactive water feature for the remainder of the year. The park's hard and soft zones are ideal for an array of activities including the Farmer's Market, concerts, family picnics, events and everyday play.

Inspired by water, the park's components represent movement and flow and feature steps that cascade down to the Holland River's edge. A large canopy anchors the site, providing shade and shelter, while a stage accommodates a variety of outdoor performances.

Linear LED lights were used under the ice rink / water feature wall. Trees are brought to life with uplights that detail their form and mass. Light towers highlight feature areas throughout.

MULVEY&BANANI
LIGHTING INC.

Fort York – Mouth of Creek Park

Toronto, ON





MBL SCOPE
Lighting Design

DETAILS
CONSTRUCTION COST: TBD
PROJECT COMPLETION: Est. 2019

PROJECT TEAM
OWNER City of Toronto
LANDSCAPE ARCHITECT Public Work

REFERENCE
PUBLIC WORK office for urban design & landscape architecture
317 Adelaide Street West, Suite 802
Toronto, ON Canada M5V 1P9
Adam Nicklin, Principal
T: 416-304-9610 / C: 647-839-7244
E: anicklin@publicwork.ca

Spanning the bicycle and walking path underneath Bathurst Bridge, this park will connect to a number of landmark sites in the neighbourhood, including the ACC and City Place.

On the grounds of the historical Fort York site, the park's design will showcase the archaeological significance of the area and provide its community with much needed greenspace.

CREATIVE IRRIGATION SOLUTIONS

Project & Reference List

Project Name: Queens Quay Mariana Fire Station
Description: Large park and Area around the Mariana Fire Station

Reference: Contact Name: James Roche
Title: Senor LA
Organization: Waterfront Toronto
Phone Number: 416-214-1344
Email address: lroche@waterfronttoronto.ca

Project Name: North Bay Water Front Park
Description: Large park and development along the Water front

Reference: Contact Name: David Schroeder
Title: Park Parks Manager at City of North Bay
Organization: City of North Bay
Phone Number: 705-474-0400
Email address: David.Schroeder@cityofnorthbay.ca

Project Name: East York Civic Center
Description: Large park and Facility

Reference: Contact Name: Bob Duguid
Title: Sr. Project Coordinator Parks and Development
Organization: City of Toronto
Phone Number: 416-392-1925
Email address: David.Schroeder@cityofnorthbay.ca

CIMCO Refrigeration
61 Villarboit Cres. Unit 1
Concord, Ontario L4K 4R2
Tel: (416) 465-7581
Fax: (905) 761-9794

St.John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

THE BENTWAY – CO_2/GLYCOL REFRIGERATION SYSTEM

250 FORT YORK BLVD
TORONTO, ONTARIO
M5V 3K9

PROJECT OWNER: THE BENTWAY CONSERVANCY
REPRESENATIVE: SARA PEEL – DIRECTOR OF OPERATIONS AND FACILITIES
REPRESENATIVE CONTACT: 416-304-0222
TOTAL PROJECT VALUE: $1,000,000
CONTRACT COMPLETION DATE: DECEMBER 2017

DESCRIPTION OF WORK:
The skating trail, the venue's highest profile attraction, is 220 meters (.14 miles) long, and is designed to help skaters glide smoothly all season, thanks to 13,746 meters (8.5 miles) of embedded refrigerant piping.

An adjacent building houses refrigeration equipment and an ice-cleaning Zamboni machine. It's also home to public facilities like washrooms and changing rooms with lockers. Making the skating trail a reality has been a project highlight for CIMCO and the team.

The middle of an eight-month long design and procurement process — determining what equipment was needed to meet the winter deadline on a long lead-time item. CIMCO Refrigeration came up with an innovative design-build solution that uses a hybrid CO2-glycol coolant system, which helped shorten the fabrication and installation time. In September, we checked off a big item on the list, completing the trail concrete pour. Just a few days later, the team reached another landmark when the equipment package arrived onsite and was installed in the building.

CIMCO Refrigeration was awarded second place from Professional Engineers of Ontario Project of the Year Award (York Chapter) for the Bentway project. The candidates were evaluated based on projects technical merit, innovation sustainability and impact to the community.



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RIVERDALE PARK – AMMONIA/GLYCOL REFRIGERATION SYSTEM

550 BROADVIEW AVE
TORONTO, ONTARIO
M4K 2P1

PROJECT OWNER: CITY OF TORONTO
REPRESENATIVE: PAUL BROWN
REPRESENATIVE CONTACT: PBROWN3@TORONTO.CA
TOTAL PROJECT VALUE: $900,000
CONTRACT COMPLETION DATE: NOVEMBER 2016

DESCRIPTION OF WORK:

The Riverdale Park East improvements address the need for more inclusive public recreation spaces and reflect a lot of exciting change happening in Toronto. Skating trails in particular are a fairly new park feature, and have become increasingly popular in the city because they allow newcomers, youth, and the elderly in our communities to engage in a quintessential Canadian pastime of ice skating without the stress and danger of co-mingling with athletes on the same ice (rink) surface. Designed well, a skating trail can be an easily accessible, calming, and meditative experience. The new ice rink and skating trail at Riverdale Park East also acts as a flexible, multi-seasonal space, and can be used for rollerblading, skateboarding, and other activities in the summer.

Riverdale Park offers both the need for hockey players and those who would prefer to leisurely skate by providing a dedicated hockey pad and a dedicated skating trail. The need for an efficient refrigeration system is wildly important which is why the existing refrigeration system was replaced for an Ammonia/Ethylene glycol system.



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BERNIE MORELLI RECREATION CENTRE – ICE RINK

876 CANNON STREET E
HAMILTON, ONTARIO
L8L 0C6

PROJECT OWNER: CITY OF HAMILTON
REPRESENATIVE:
REPRESENATIVE CONTACT: RECREATION@HAMILTON.CA
TOTAL PROJECT VALUE: $25,000,000
CONTRACT COMPLETION DATE: DECEMBER 2018

DESCRIPTION OF WORK:

The centre is named after the late Bernie Morelli, who was a longtime Hamilton city councillor for the ward. Morelli was known for his passion for this community and had a goal of building a state of the art seniors centre.

Located south of the new Tim Hortons Stadium, the new Bernie Morelli Recreation Centre (BMRC) will be one of the final pieces of the Hamilton Pan Am Precinct vision and will serve the local community and recreational needs of the surrounding residential neighbourhoods. The building program features active program spaces dance studios, walking track, gymnasium, and leisure pool as well as open public community rooms for the local residents and seniors. The new Centre connects with the existing Jimmy Thompson Pool through a two-storey public lobby space incorporating barrier free washrooms. It also features an ice /splash pad and reflecting pond. This multi-use space provides year round enjoyment for residents of all ages.

An Ammonia/Glycol based refrigeration system was utilized for this facility. Our engineering team designed this trail to ensure each circuit provided cool uniform ice.



CIMCO Refrigeration Outdoor Rink & Skate Trail Experience
Below are just a few outdoor skate trails and pads installed over the last several years in Ontario by CIMCO Refrigeration. Please feel free to contact us if you have any questions.

Skating Trail/Outdoor Pad Under Construction
2018 College Park (City of Toronto)
2018 Woodsy Park (City of Toronto)

Skate Trail Completed Projects
2018 Bernie Morelli Community Centre (City of Hamilton)
2017 The Bentway Project (City of Toronto)
2017 Queensway Park (City of Toronto)
2017 College Park (City of Toronto)
2017 Woodsy Park (City of Toronto)
2016 Gore Meadows Community (City of Brampton)
2016 Riverdale Park (City of Toronto)
2016 Chinguacousy Park (City of Brampton)
2016 Waterdown Park (City of Hamilton)
2014 Greenwood Park (City of Toronto)
2014 Dieppe Park (City of Toronto)
Evergreen Brick Works (Toronto)
Colonel Samuel Smith (City of Toronto)
Richmond Green (Town of Richmond Hill)
Shops at Don Mills (City of Toronto)
Vaughan Sportsplex (City of Vaughan)
Gage Park (City of Brampton)

Outdoor Pads Completed Projects
2018 Buttonwood Park (City of Toronto)
2015 Hodgson Arena (City of Toronto)
2015 Markham Downtown Carousel (Remington)
2013 Nathan Phillips Square (City of Toronto)
2013 Cedarvale Park (City of Toronto)
Wolfe Island (Township of Frontenac)
Markham Civic Centre (City of Markham)
Guelph Civic Square (City of Guelph)
Mount Pleasant (City of Brampton)
Rotary Waterfront Park (Town of Cobourg)
Dundas Driving Park (City of Hamilton)
Dufferin Clark (City of Vaughan)
Burlington Waterfront Centre (City of Burlington)
Central Park (Town of Collingwood)
Scarborough Civic Centre (City of Toronto)
Harbourfront Centre (City of Toronto)
Mississauga Civic Centre (City of Mississauga)
Mel Lastman Square (City of Toronto)
Kitchener Civic Square (City of Kitchener)

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St.John's, Dartmouth, Moncton, Alma, Quebec City, Montreal, Ottawa, Toronto, Hamilton, London, Winnipeg, Regina, Saskatoon, Calgary, Edmonton, Vancouver, Victoria

Visit us at: www.cimcorefrigeration.com

Outdoor Refrigeration Trailers
NHL Outdoor Event Refrigeration Trailer
NHL Winter Classic Refrigeration Trailer

JAY SZETO Recreation Contract Sales
CIMCO Refrigeration
t 416-465-7581 Ext 3004
e jszeto@toromont.com



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-237

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Sixth Avenue from Devon Road to Wallace Terrace under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" and Schedule "B" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of $304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.

6. The sum of $79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule "A" and Schedule "B" form a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 2nd day of December, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2019\2019-237 LOCAL IMPROVEMENT SIXTH AVENUE.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2019-237 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

2019 12 02

Nature of Work (Construction of):	Sanitary sewer, private drain connection and Class "A" pavement	
On:	Sixth Avenue	
From:	Devon Road	
To:	Wallace Terrace	
Estimated Cost of Work:	$2,860,000.00	
Estimated Assessable Abutting Frontage:	420.2m	Sanitary Sewer
	599.7m	Class "A" Pavement
Estimated Cost to be Borne by Assessable Abutting Property:	$21,329.23	Sanitary Sewer
	$47,673.60	Class "A" Pavement
Estimated Cost to be Borne by The Corporation:	$2,790,997.17	
Special Rate per Metre Frontage:	$30.50	Sanitary Sewer
	$79.50	Class "A" Pavement
Special Rate per Private Drain Connection:	$304.00	
Estimated Interest Rate Term:	4.45%	
	10 years	
Estimated Annual Rate per Metre Frontage:	$3.85	Sanitary Sewer
	$10.02	Class "A" Pavement
Estimated Annual Rate per Private Drain Connection:	$38.32	
Estimated Lifetime of the Work:	20 years	

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer
Attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS-SECTION 3

SCHEDULE "A"

BY-LAW 2019-237

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2019-02	Sixth Avenue	Devon Road	Wallace Terrace	410m	250mm	28	420.2m	$21,329.23

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT-SECTION 3

SCHEDULE "B"

BY-LAW 2019-237

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	# OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2019-02	Sixth Avenue	Devon Road	Wallace Terrace	410m	10.0m	n/a	599.7m	$47,673.60

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2018-166

LANE CLOSING & CONVEYANCE: (MAP 80) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, Plan 7602.

WHEREAS the lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 2018-165;

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

1. **LANE CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The lane more particularly described as PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1,5 1R6799; SAULT STE. MARIE, Sault Ste. Marie Park Subdivision, Plan 7602, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

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. **EASEMENTS TO BE RETAINED**

The lane is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 13th day of August, 2018.

"Christian Provenzano"

_____

MAYOR - CHRISTIAN PROVENZANO

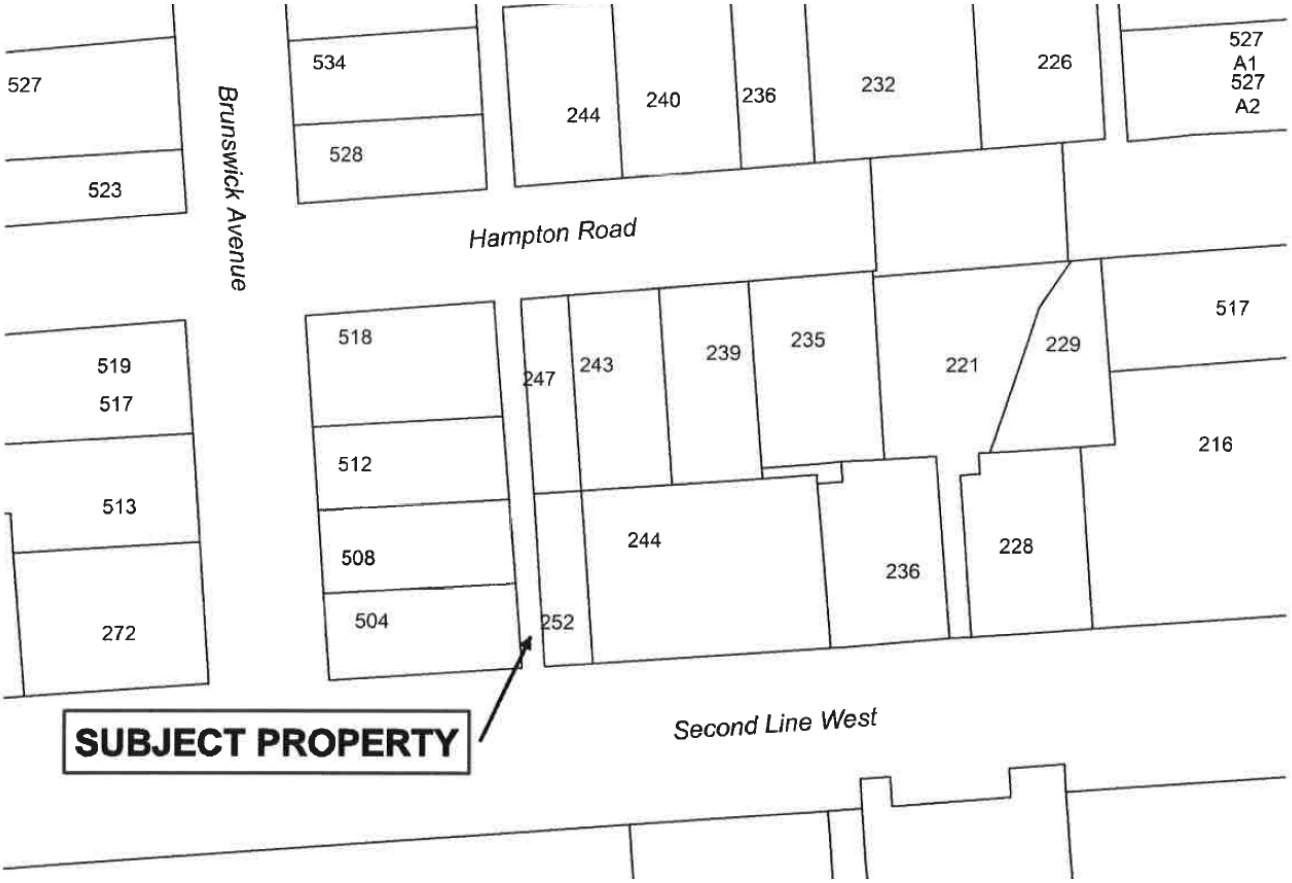
"Rachel Tyczinski"

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DEPUTY CITY CLERK – RACHEL TYCZINSKI

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THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



LANE CLOSING & CONVEYANCE: (MAP 80) A by-law to stop up, close and authorize the conveyance of a portion of a lane in the Sault Ste. Marie Park Subdivision, PIN 31587-0269 (LT) LANE PL 7602 KORAH W OF PT 1, 5 1R6799; SAULT STE. MARIE.

Read the **THIRD** time in open Council and passed this 2nd day of December, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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