



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

Monday, January 20, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	13 - 30
Mover Councillor P. Christian Seconder Councillor C. Gardi Resolved that the Minutes of the Regular Council Meeting of 2020 01 06 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor P. Christian Seconder Councillor M. Scott Resolved that the Agenda for 2020 01 20 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Community Development Award	
The Machine Shop, 83 Huron Street	
5.2 Sault Symphony Orchestra	

Dr. Lawrence Chong, President, Sault Symphony Orchestra

5.3 PUC Services Inc. Affordability Trust 31 - 44

Robert Brewer, President, CEO

5.4 Bon Soo Winter Carnival

Jeany White, President and Lynda Crockford, Director and Volunteer Coordinator

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that all the items listed under date 2020 01 06 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Outstanding Council Resolutions 45 - 50

6.2 RFP – Bellevue Marina – D Dock Replacement – Supply and Installation 51 - 52

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated 2020 01 20 be received and that the proposal submitted by Poralu Marine Inc. of Saint-Eustache, QC be approved at a proposed cost of approximately \$335,665.00 plus HST;

Further that the City's consultant (STEM Engineering) be authorized to issue a Letter of Intent to Poralu Marine Inc. to commence mobilization for the Project.

A By-law authorizing signature of the Agreement with Poralu Marine Inc. for provision of D Dock replacement at the Bellevue Marina will appear on a future Council Agenda.

6.3 2020 Outside Agency Grant Agreements 53 - 54

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

The relevant By-laws 2020-26, 2020-27, 2020-28, 2020-29, 2020-34 and 2020-35 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 Jumpstart Accessibility Grant (Anna Marinelli Memorial Park) 55 - 58

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Director of Community Services dated 2020 01 20 be received and that staff be authorized to submit an application to Jumpstart for the Anna Marinelli Memorial Park revitalization project.

- 6.5 Agreement with Her Majesty The Queen In Right Of Canada – Utilization of Point Des Chenes** 59 - 62
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- The relevant By-law 2020-33 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.6 Industrial Land Acquisition – Wood Park Court** 63 - 65
- A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2020-20 is listed under item 11 of the Agenda and will be read with all by-law under that item.
- 6.7 Municipal Law Enforcement Officers** 66 - 69
- A report of the Manager of Transit and Parking is attached for the consideration of Council.
- The relevant By-law 2020-21 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.8 Public Information Sessions** 70 - 74
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor P. Christian
- Seconder Councillor M. Scott
- Resolved that the report of the Director of Engineering dated 2020 01 20 be received and that Public Notices on schedule A+ projects be provided to adjacent property owners one month in advance when there is a permanent alteration to an asset.
- 6.9 Huron Street Pump Station** 75 - 79
- A report of the Land Development and Environmental Engineer is attached for the consideration of Council.
- The relevant By-laws 2020-18 and 2020-19 are listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.10 Property Declared Surplus – 4 Wemyss Street** 80 - 82

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

The relevant By-law 2020-25 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 Community Development Award 2019 – The Machine Shop – 83 Huron Street 83 - 90

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Junior Planner dated 2020 01 20 concerning the 2019 Community Development Award be received and that Council present the 2019 Community Development Award to The Machine Shop located at 83 Huron Street.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-21-19-Z 139 White Oak Drive West 91 - 108

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the Report of the Planner dated 2020 01 20 concerning rezoning application A-21-19-Z be received and that City Council approve the application as follows:

1. Amend Zoning By-Law 2005-150 by rezoning the Single-Detached Residential Zone (R2) portion of the property to Medium Density Residential Zone (R4.S) with the following special exceptions:
 - i. Permit two parking spaces in the required front yard.
 - ii. Permit the development of an apartment building and a multiple attached building consisting of no more than 20 units in total and no

higher than one storey.

2. 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-law to effect this approval.

7.7.2 A-22-19-Z 227, 231, 235, 239, 243 East Balfour Street

109 - 124

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Junior Planner dated 2020 01 20 concerning Rezoning Application A-22-19-Z be received and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), with a Special Exception to:

1. Reduce the required interior side yard for the future middle lot from 3m to 1.2m.
2. Reduce the required interior side yard for the future easterly lot from 3m to 1.2m.

Further that Council deem the subject property as subject to Site Plan Control, pursuant to section 41 of the *Planning Act*.

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

7.8 Boards and Committees

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

8.1 Shadows of the Mind Film Festival

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Whereas the Shadows of the Mind Film Festival runs from Saturday, February 22 to Sunday, March 1, 2020; and

Whereas the Shadows of the Mind Film Festival “is a film festival that showcases films and other art forms for two purposes: to entertain and to educate. By attracting audiences through the entertainment value of film, the film festival uses select films and events to increase awareness and education on mental health and addiction issues as well as other prevalent social topics as decided each year”; and

Whereas the Shadows of The Mind Film Festival is a not-for-profit organization; and

Whereas the primary venue for the film festival is the Grand Theatre; and

Whereas on some days during the week, the film festival will have films and panel discussions all day long; and

Whereas many patrons of the film festival attend in the morning and stay for the entire day, having lunch and dinner in the downtown area;

Now Therefore Be It Resolved that the 2-hour daily parking limit be waived at the Brock / Albert parking lot to permit full free parking from Monday, February 24, 2020 to Friday, February 28, 2020, all during the week of the Shadows of the Mind Film Festival.

8.2 Economic Development Fund – Algoma University and Sault College

Mover Councillor L. Vezeau-Allen

Seconder Councillor R. Niro

Whereas our community plan, FutureSSM, recognizes that Sault College and Algoma University (our post-secondary institutions) are an integral part of our community's future and specifically identifies growing our post-secondary institutions as a community goal; and

Whereas our post-secondary institutions are critical to youth retention, labour force development, economic development and, therefore, community development; and

Whereas the City should recognize, encourage and support the efforts being made by our post-secondary institutions to meet community goals, keep our youth at home, develop our labour force and improve our community;

Now therefore in recognition of the foregoing and to support their efforts, City Council will earmark and set aside 20% of the Economic Development Fund for the remainder of this Council term (therefore, \$100,000.00 in each of 2020, 2021 and 2022) to support projects at our post-secondary institutions that are consistent with and further the goals of our community plan and encourages both Sault College and Algoma University to work with Deputy CAO Community Development and Enterprise Services and the FutureSSM team to develop projects or plans, either individually or in conjunction with each other, to apply for and access the earmarked funding.

8.3 Warming Shelters

Mover Councillor M. Shoemaker

Seconder Councillor D. Hilsinger

Whereas in 2018 the City of Sault Ste. Marie developed a cold-weather warming shelter plan; and

Whereas in the last days of 2019 and first days of 2020, the City of Sault Ste. Marie experienced extreme weather that led to extended loss of power; and

Whereas during the extended power loss, the temperatures were relatively mild, resulting in the cold-weather warming shelter plan not being triggered; and

Whereas staff at the City of Sault Ste. Marie recognized the need for a warming shelter despite the relatively mild weather and, in partnership with the Water Tower Inn, provided a space for community residents to find warmth; and

Whereas the situation experienced in the last days of 2019 and the first days of 2020 identified the need for an update to the City of Sault Ste. Marie's warming shelter plan;

Now Therefore Be It Resolved that staff review the warming shelter plan currently in place and recommend the necessary adjustments based on the needs of the community that have become evident as a result of recent events.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that all By-laws under item 11 of the Agenda under date 2020 01 20 be approved.

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

11.1.1 By-law 2020-18 (Agreement) Hydro One Huron Street Pump Station

125 - 134

A report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-18 being a by-law to authorize the execution of the Agreement between the City and Hydro One Sault Ste. Marie Holding Corp. for the Huron Street Pump Station be passed in open Council this 20th day of January, 2020.

11.1.2 By-law 2020-19 (Agreement) Avery Construction Huron Street Pump Station (Contract 2019-8E)

135 - 137

A report from the Land Development and Environmental Engineer is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-19 being a by-law to authorize the execution of the

Contract between the City and Avery Construction Ltd. for the Huron Street Pump Station (Contract 2019-8E) be passed in open Council this 20th day of January, 2020.

11.1.3 By-law 2020-20 (Property Acquisition) 11 Wood Park Court 138 - 139

A report from the Director of Planning and Enterprise Services is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-20 being a by-law to authorize the acquisition of property located at civic 11 Wood Park Court (Gary Blokhuis) be passed in open Council this 20th day of January, 2020.

11.1.4 By-law 2020-21 (Parking) Municipal By-law Enforcement Officers (amend By-law 90-305) 140 - 142

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-21 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 20th day of January, 2020.

11.1.5 By-law 2020-22 (Agreement) Flooding Assessment 143 - 194

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-22 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Flooding Assessment Class EA be passed in open Council this 20th day of January, 2020.

11.1.6 By-law 2020-23 (Street Assumptions) Various Streets 195 - 196

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-23 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 20th day of January, 2020.

11.1.7 By-law 2020-25 (Property) 4 Wemyss Street 197 - 198

A report from the City Solicitor is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-25 being a by-law to declare the City owned property legally described as PIN 31545-0370 (LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE being civic 4 Wemyss Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 20th day of January, 2020.

11.1.8 By-law 2020-26 (Agreement) Bushplane Funding 199 - 208

A report from the Manager of Audits & Capital Planning is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-26 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Education Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred and Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 20th day of January, 2020.

11.1.9 By-law 2020-27 (Agreement) Algoma University Funding 209 - 218

A report from the Manager of Audits and Capital Planning is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-27 being a by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars for activities undertaken to attract international students to Sault Ste. Marie be passed in open Council this 20th day of January, 2020.

11.1.10 By-law 2020-28 (Agreement) Soo Pee Wee Arena 219 - 228

A report from the Manager of Audits and Capital Planning is on the Agenda

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-28 being a by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full be passed in open Council this 20th day of January, 2020.

11.1.11 By-law 2020-29 (Agreement) The Art Gallery of Algoma 229 - 240

A report from the Manager of Audits and Capital Planning is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-29 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors be passed in open Council this 20th day of January, 2020.

11.1.12 By-law 2020-30 (Official Plan Amendment) 22 MacDonald Avenue 241 - 243

Council Report was passed by Council resolution on January 6, 2020.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-30 being a by-law to adopt Amendment No. 226 to the Official Plan for the City of Sault Ste. Marie (Joe Ruscio and John Martella, 22 MacDonald Avenue) be passed in open Council this 20th day of January, 2020.

11.1.13 By-law 2020-31 (Zoning) 22 MacDonald Avenue 244 - 246

Council Report was passed by Council resolution on January 6, 2020.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-31 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Joe Ruscio and John Martella) be passed in open Council this 20th day of January, 2020.

11.1.14 By-law 2020-32 (Development Control) 22 MacDonald Avenue 247 - 248

Council Report was passed by Council resolution on January 6, 2020.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-32 being a by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Joe Ruscio and John Martella) be passed in open Council this 20th day of January, 2020.

11.1.15 By-law 2020-33 (Agreement) Pointe Des Chenes Park 249 - 251

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-33 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as

represented by the Minister of National Defence for utilization of 57 Des Chenes Drive (Pointe Des Chenes Park) be passed in open Council this 20th day of January, 2020.

11.1.16 By-law 2020-34 (Agreement) Crime Stoppers Funding 252 - 262

A report from the Manager of Audits and Capital Planning is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-34 being a by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. for a grant for up to Twenty Five Thousand (\$25,000.00) Dollars to assist with reducing the cost of policing and paying rewards be passed in open Council this 20th day of January, 2020.

11.1.17 By-law 2020-35 (Agreement) 49th Field Regiment 263 - 272

A report from the Manager of Audits and Capital Planning is on the Agenda.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-35 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Se. Marie and immediate surrounding area be passed in open Council this 20th day of January, 2020.

11.1.18 By-law 2020-36 (Agreement) Gough Masonry Ltd. Mausoleum Expansion Phase XV 273 - 455

Council Report was passed by Council resolution on January 6, 2020.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that By-law 2020-36 being a by-law to authorize the execution of the Agreement between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XV be passed in open Council this 20th day of January, 2020.

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

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

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

13. Closed Session

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that this Council proceed into closed session to discuss one matter concerning potential acquisition/disposition of land;

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.

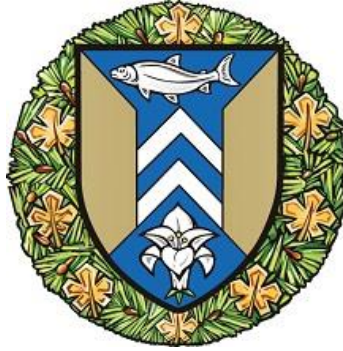
Municipal Act section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

14. Adjournment

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, January 6, 2020

4:30 pm

Council Chambers

Civic Centre

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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, P. Johnson, K. Fields, S. Schell, P. Niro, M. Zuppa, D. McConnell, S. Hamilton Beach, D. Elliott, B. Lamming, M. Borowicz-Sibenik, F. Coccimiglio, T. Vecchio, P. Tonazzo

1. Adoption of Minutes

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the Minutes of the Regular Council Meeting of 2019 12 02 and the Budget Meeting of 2019 12 09 be approved.

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor M. Shoemaker – A-19-19-Z.OP 22 MacDonald Avenue (Ruscio, Martella)

Applicants are clients of law firm.

3.2 Councillor M. Shoemaker – By-law 2020-3 (Official Plan Amendment) 35 Cedar Street

Property owner is a client of law firm.

3.3 Councillor M. Shoemaker – By-law 2020-4 (Zoning) 35 Cedar Street

Property owner is a client of law firm.

3.4 Councillor M. Shoemaker – By-law 2020-5 (Development Control) 35 Cedar Street

Property owner is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Agenda for 2020 01 06 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 World Religion Day

Ginny and Gil Cymbalist were in attendance.

5.2 Crime Stoppers

Saija Paakki, Chair; Kendra Addison, Coordinator; Lesia Obarymskyj, Office Assistant and Jodi Nastor, Board Member were in attendance.

5.3 2019 Christmas Lighting Awards

R. Brewer, President and CEO and Jessica Tett, PUC Services Inc. were in attendance.

5.4 Municipal Service Review

Oscar Poloni, Office Managing Partner and Chas Anselmo, Senior Manager KPMG LLP were in attendance.

5.5 A-19-19-Z.OP – 22 MacDonald Avenue

J. Ruscio, one of the applicants; Blaine MacWilliam, 145 Salisbury Avenue; Lynden Pond, 100 Fauquier Avenue; Mary Loretta Harrison, 36 Hearst Street; and Nicole Gajda, 28 Summit Avenue were in attendance.

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that all the items listed under date 2020 01 06 – Agenda item 6 – Consent Agenda save and except Agenda item 6.2 be approved as recommended.

Carried

6.1 Correspondence

6.1.1 Municipal Conflict of Interest

Correspondence between Mayor Provenzano and Integrity Commissioner was received by Council.

6.1.2 Level III Withdrawal Management Facility

Correspondence from the Hon. Christine Elliott, Deputy Premier and Minister of Health was received by Council.

6.3 Council Travel

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that Mayor C. Provenzano and Councillor S. Hollingsworth be authorized to travel to Toronto for three days for the Rural Ontario: Moving Forward Conference at an estimated cost to the City of \$4,030.

Carried

6.4 Tender for Mausoleum Expansion – Phase XV

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated 2020 01 06 be received and that the tender for Mausoleum Expansion – Phase XV be awarded to Gough Masonry Ltd., at their low tendered price, meeting specifications, of \$1,013,000.00;

Further that the City's Consultant (IDEA Inc.) be authorized to issue a Letter of Intent to Gough Masonry Ltd. to commence mobilization for the project.

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

Carried

6.5 2020 Budget Amendment

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Financial Officer and Treasurer dated 2020 01 06 concerning the 2020 Operating Budget amendment be received, and that the approved levy and local board portion of the budget be amended as follows:

Algoma Public Health levy decrease \$58,597

DSSAB levy decrease \$301,843

resulting in a decrease to the levy and local board portion of the municipal levy from 2019 of 1.84%.

Carried

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the overall municipal municipal levy (corporate and levy / local boards) for the 2020 Operating Budget be amended to reflect a decrease of \$360,440 and the municipal levy be amended to \$118,806,737.

Carried

6.6 Sanitary Sewer Fee Collection Costs

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

The relevant By-law 2020-10 is listed under item 11 of the Minutes.

6.7 Record Retention

The report of the City Clerk was received by Council.

The relevant By-law 2020-15 is listed under item 11 of the Minutes.

6.8 Community War Memorial Funding Grant

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services – Community Development and Enterprise Services dated 2020 01 06 concerning Community War Memorial Funding Grant be received and that staff be directed to submit an application regarding the rehabilitation of the Memorial Tower.

Carried

6.9 882206 Ontario Inc. (John Rhodes Pro Shop) Lease

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

The relevant By-law 2020-6 is listed under item 11 of the Minutes.

6.10 Anti-Racism Action Program – Authorization to Apply

The report of the Local Immigration Partnership Coordinator was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the LIP Coordinator dated 2020 01 06 concerning application to the Government of Canada’s Anti-Racism Action Program (ARAP) for the “Change Starts Here” initiative be authorized and supported by the City of Sault Ste. Marie.

Carried

6.11 Municipal Law Enforcement Officers

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

The relevant By-law 2020-16 is listed under item 11 of the Minutes.

6.12 Flooding Class Environmental Assessment Consultant Selection

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Land Development and Environmental Engineer dated 2020 01 06 concerning the Flooding Class Environmental Assessment be received, and that AECOM be retained with an Engineering Agreement to be brought forward at a future Council meeting.

Carried

6.13 Great Northern Road and Second Line Traffic Network – Class Environmental Assessment

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

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 01 06 concerning the Great Northern Road and Second Line Traffic Network – Class Environmental Assessment consultant selection be received, and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

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

Carried

6.14 Leigh's Bay Road Culvert Repair – Contract 2019-14E

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

The relevant By-laws 2020-13 and 2020-14 are listed under item 11 of the Minutes.

6.15 Housekeeping – Amendments to By-law 2018-55 (Delegate Signing – City Solicitor)

The report of the City Solicitor was received by Council.

The relevant By-law 2020-2 is listed under item 11 of the Minutes.

6.16 Sale of 540 Albert Street East – Assignment Agreement and Parking Lot Lease

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

The relevant By-laws 2020-11 and 2020-12 are listed under item 11 of the Minutes.

6.17 Property Declared Surplus – Water Lot Abutting 5 McPhail

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

The relevant By-law 2020-7 is listed under item 11 of the Minutes.

6.2 Municipal Service Review

Moved by: Councillor P. Christian

Seconded by: Councillor M. Scott

Resolved that the report of the Chief Administrative Officer dated 2020 01 06 concerning Municipal Service Review be received and the KPMG reports (Service Profiles, Process Maps, Service Review Opportunities, Third Party Review Summary) be referred to staff for review and report back to Council.

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

Carried

6.2.1 Additional Motion

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the KPMG reports (Service Profiles, Process Maps, Service Review Opportunities) be referred to staff and that staff report back to Council by the first meeting in June 2020 with proposed actions for each of the Service-Focused Opportunities for Consideration listed in the Third Party Service Review Report.

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

Carried

7. 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

7.7.1 A-19-19-Z.OP 22 MacDonald Avenue (Ruscio, Martella)

Councillor M. Shoemaker declared a conflict on this item. (Applicants are clients of law firm.)

The report of the Senior Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that the report of the Senior Planner dated 2020 01 06 concerning Rezoning Application A-19-19-Z.OP be received and that Council approve the application in the following manner:

1. That Council approve Official Plan Amendment 226 by way of a notwithstanding clause to Policy HO.6 to permit the residential development to proceed without providing any affordable units.
2. That Council rezone the subject property from Parks and Recreation Zone (PR) to High Density Residential Zone (R5), subject to the following special exception:
 - a. That the proposed apartment building not exceed 8 storeys.
 - b. That the total number of residential units on-site not exceed 65.
 - c. That Council deem the property subject to Site Plan Control, pursuant to Section 41 of the *Planning Act*;

Further that the Legal Department be requested to prepare the necessary by-laws to effect the same.

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

Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen		X	
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	1	0
Carried			

7.8 Boards and Committees

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

8.1 Local Health Care Services (withdrawn at the request of mover and seconder)

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Whereas public health care consistently ranks as the top priority in public opinion polls; and

Whereas public health provides vital health promotion and prevention services based on the unique demographic and economic, social, and cultural needs of our communities, and

Whereas there is no evidence to support the proposed closure of 25 out of 35 local Public Health Units, the closure of 12 of 22 local ambulance dispatch centres, and the closure of 49 out of 59 local ambulance services; and

Whereas there is a deep consensus among virtually all stakeholders that increasing acuity in our long-term care homes requires additional staff and resources, not cancellation of the two special funds and real dollar cuts to per diem funding of our long-term care homes; and

Whereas our local hospitals have been downsized for an entire generation and cannot meet population needs while sustaining real dollar cuts to hospital global budgets.

Now Therefore Be It Resolved that the City of Sault Ste. Marie Council calls upon the Ontario government to halt the closures of, mergers of, and cuts to our local health care services including Public Health Units, land ambulance services, hospitals and long-term care homes until the Provincial Government consults with local municipalities and health care providers to establish local needs and other potential cost saving initiatives to achieve the goals of superior health care services at an affordable cost.

Withdrawn at request of mover and seconder

8.2 Elimination of Plastic Bags

Moved by: Councillor C. Gardi

Seconded by: Councillor D. Hilsinger

Whereas plastic bags don't biodegrade, they photodegrade – breaking down into smaller and smaller toxic bits; and

Whereas these toxic bits of plastic particles end up contaminating soil, and enter the food web when animals accidentally ingest them; and

Whereas plastics including plastic bags are causing catastrophic effects on the world's oceans, including contributing to hundreds of thousands of marine animal deaths per year; and

Whereas according to the Rochester Institute of Technology more than 22 million pounds of plastic pollution ends up in the Great Lakes every year; and

Whereas 80% of litter in the Great Lakes region is plastic, pollution that threatens the ecosystem of the lakes and the source of drinking water depended upon by 40 million people including the residents of Sault Ste. Marie; and

Whereas the Canadian Government plans to ban harmful single-use plastics including plastic shopping bags as early as 2021 in an effort to reduce the 3 million tons of plastic waste tossed out by Canadians every year; and

Whereas the City of Sault Ste. Marie should do what it can to discourage or eliminate the use of plastic bags; and

Now Therefore Be It Resolved that City staff is directed to consider and report back on a process by which Council can, within its legal authority, discourage and or eliminate the use of plastic bags within the community including a plan for the municipality to reduce and eliminate its own use of plastic bags and single use plastics;

Be It Further Resolved that City staff consult with community stakeholders specifically including the commercial operations throughout our community that are heavily dependent on the use of plastic bags to receive their comment, feedback and input.

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	11	0	0

Carried

8.3 Notice of Motion

Moved by: Mayor C. Provenzano

Whereas our community plan, FutureSSM, recognizes that Sault College and Algoma University (our post-secondary institutions) are an integral part of our community's future and specifically identifies growing our post-secondary institutions as a community goal; and

Whereas our post-secondary institutions are critical to youth retention, labour force development, economic development and, therefore, community development; and

Whereas the City should recognize, encourage and support the efforts being made by our post-secondary institutions to meet community goals, keep our youth at home, develop our labour force and improve our community;

Now therefore in recognition of the foregoing and to support their efforts, City Council will earmark and set aside 20% of the Economic Development Fund for the remainder of this Council term (therefore, \$100,000.00 in each of 2020, 2021 and 2022) to support projects at our post-secondary institutions that are consistent with and further the goals of our community plan and encourages both Sault College and Algoma University to work with Deputy CAO Community Development and Enterprise Services and the FutureSSM team to develop projects or plans, either individually or in conjunction with each other, to apply for and access the earmarked funding.

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 P. Christian

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date 2020 01 06 save and except By-laws 2020-3, 2020-4 and 2020-5 be approved.

Carried

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

11.1.1 By-law 2020-1 (Traffic)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 6th day of January, 2020.

Carried

11.1.2 By-law 2020-2 (Amend By-law 2018-55 Delegation to City Solicitor)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-2 being a by-law to amend By-law 2018-55 being a by-law to authorize the City Solicitor, in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete acquisitions and transfers of property, including Teraview (electronic documentation) once the transaction has been authorized by City Council by Council Report and/or By-law be passed in open Council this 6th day of January, 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	11	0	0

Carried

11.1.6 By-law 2020-6 (Agreement) 882206 Ontario Inc. (Frank Spina) John Rhodes Pro Shop

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-6 being a by-law to authorize the execution of the Agreement between the City and 882206 Ontario Inc. (Frank Spina) to extend the existing lease agreement for another five (5) years be passed in open Council this 6th day of January, 2020.

Carried

11.1.7 By-law 2020-7 (Property) City Owned Property Surplus Abutting 5 McPhail Avenue

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-7 being a by-law to declare City owned property legally described as Part PIN 31539-0119 (LT) PCL 153 SEC AWS; PT WATER LT IN FRONT OF LT 11 CON 1 ST. MARY'S AS IN A1488 EXCEPT LT23601; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 6th day of January, 2020.

Carried

11.1.8 By-law 2020-8 (Taxes) Interim Tax Levies

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-8 being a by-law to provide for Interim Tax Levies be passed in open Council this 6th day of January, 2020.

Carried

11.1.9 By-law 2020-9 (Traffic) Amend Schedule "F" and Schedule "J"

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-9 being a by-law to amend Schedule "F" and Schedule "J" of Traffic By-law 77-200 be passed in open Council this 6th day of January, 2020.

Carried

11.1.10 By-law 2020-10 (Sewers) Sanitary Sewer Surcharge Fee

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-10 being a by-law to reduce the sanitary sewer surcharge collection fee paid to the Sault Ste. Marie Public Utilities Commission be passed in open Council this 6th day of January, 2020.

Carried

11.1.11 By-law 2020-11 (Agreement) Sault Ste. Marie Housing Corporation 540 Albert Street East

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-11 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Housing Corporation regarding the Fourth Lease Extension and Amending Agreement dated July 16, 2019 and relevant background agreements between the City and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services for their occupation and lease of a portion of 540 Albert Street East be passed in open Council this 6th day of January, 2020.

Carried

11.1.12 By-law 2020-12 (Agreement) Parking Lot Lease 139 Brock Street

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-12 being a by-law to authorize the execution of the Parking Lot Lease between the City and the Sault Ste. Marie Housing Corporation for the City Property comprising 139 Brock Street be passed in open Council this 6th day of January, 2020.

Carried

11.1.13 By-law 2020-13 (Agreement) Leigh's Bay Road Culvert Repair (Contract 2019-14E)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-13 being a by-law to authorize the execution of the Contract between the City and Trimount Construction Group for an emergency repair of an existing culvert that crosses Second Line West at Leigh's Bay Road which includes support and protection of the 900mm diameter watermain, which is the main supply to the City's water distribution system (Contract 2019-14E) be passed in open Council this 6th day of January, 2020.

Carried

11.1.14 By-law 2020-14 (Temporary Street Closing) Second Line at Leigh's Bay Road

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-14 being a by-law to permit the temporary closing of Second Line West at Leigh's Bay Road for a period of one week for an emergency repair of an existing culvert be passed in open Council this 6th day of January, 2020.

Carried

11.1.15 By-law 2020-15 (Record Retention)

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-15 being a by-law to establish retention periods for records of the City of Sault Ste. Marie; to delegate authority for the retention and disposition of records to the City Clerk; and, to repeal By-law 90-90 and By-law 2012-12 be passed in open Council this 6th day of January, 2020.

Carried

11.1.16 By-law 2020-16 (Parking) Appoint By-law Enforcement Officers

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-16 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 6th day of January, 2020.

Carried

11.1.17 By-law 2020-17 (Agreement) Twin Pad Expansion Northern Community Centre

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-17 being a by-law to authorize the execution of the Agreement between the City and IDEA Inc. Integrated Design Engineering and Architecture for the provision of architectural and engineering services associated with the planning, design, tendering and contract administration of the Twin Pad Expansion to be located at the Northern Community Centre be passed in open Council this 6th day of January, 2020.

Carried

11.1.3 By-law 2020-3 (Official Plan Amendment) 35 Cedar Street

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-3 being a by-law to adopt Amendment No. 225 to the Official Plan for the City of Sault Ste. Marie (35 Cedar Street, 2135166 Ontario Inc. c/o Stan Elliott) be passed in open Council this 6th day of January, 2020.

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

Carried

11.1.4 By-law 2020-4 (Zoning) 35 Cedar Street

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-4 being a by-law to amend Zoning By-laws 2005-150 and 2005-151 concerning lands located at 35 Cedar Street (2135166 Ontario Inc. c/o Stan Elliott) be passed in open Council this 6th day of January, 2020.

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

Carried

11.1.5 By-law 2020-5 (Development Control) 35 Cedar Street

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

Moved by: Councillor P. Christian

Seconded by: Councillor C. Gardi

Resolved that By-law 2020-5 being a by-law to designate the lands located at 35 Cedar Street an area of site plan control be passed in open Council this 6th day of January, 2020.

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

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council proceed into closed session to discuss:

- two matters being potential acquisition/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 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Carried

14. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

AFFORDABILITY FUND TRUST (AFT)



AGENDA



AFT Program Overview



AFT Stats



Community Participation



Success Stories

AFT PROGRAM

- The program was established by the Ontario government and is funded through Provincial Revenue
- The intent of the program is to provide long-term solutions for customers that do not qualify for low-income conservation programs but still require assistance with energy efficiency improvements



ELIGIBILITY REQUIREMENTS



Level 1: Everyone who is not eligible for low-income programs will receive an in-home energy savings kit.



Level 2: Customers with gas/electrical heated homes and are eligible will receive Energy Star appliances.



Level 3: Customers with electrically heated homes and are eligible will receive a heat pump and/or appliances.

Success In Sault Ste Marie

- As of December 31, 2019, Sault Ste Marie has verified 5,029 participants
- 2,289 customers have qualified for an energy savings kit, for an estimated reduction in hydro bills by \$296 per year
- 2,065 customers have qualified for new Energy Star appliances, for an estimated reduction in hydro bills by \$546 per year
- 616 customers have qualified for Heat Pump and Energy Star appliances, for an estimated reduction in hydro bills by \$928 per year
- AFT has allocated over 5 million dollars to local business that support and deliver this program until the end of 2020
- This will continue to grow as more people sign up

SSMPPUC.com



How Do We Compare?

- To date, the Provincial AFT program participation is at 60,409 and Sault Ste Marie makes up 8% of participation
- Of the 100 million dollar provincial budget, Sault Ste. Marie has accounted for 11% of the total allocation to date
- Sault Ste. Marie has 0.51% of the Provincial population



What Contributes to our Success?



Community Participation



Support of Local Events



Visa Gift Card Winner sponsored by AFT at Bushplane Days



\$500 Bill Credit Winner at Festival of Trees Sponsored by AFT

Celebrating Success

Marsha and Larry received a new dryer and upright freezer for free. Now, they are saving on their hydro and can afford a matching energy-efficient washer to the dryer provided by AFT. They are two very energy conscious customers and appreciated the simple process the AFT program offered.



Posting On Social Media

Joan received energy-saving upgrades such as a dual-unit heat pump that helps her save money on her annual electricity bill, and increase her monthly food allowance. The AffordAbility Program made it affordable for her to live in her beautiful home without the worry of high electricity bills.

SSMPUC.com



Word of Mouth

Albert and Joan received an energy-star washer for free. They were so impressed with the program they even encouraged their friends and family to sign up!



Continuous Communication with UPDATED FAQ

The AffordAbility Fund

The AffordAbility Fund

The Government of Ontario established a \$100 million AffordAbility Fund to assist electricity customers who do not qualify for income-based assistance programs. The AffordAbility Fund is funded by an independent trust set up by the Government of Ontario and offered to you by local electric utilities like PUC Distribution.

This program helps Ontarians lower their electricity use and costs at home over the long term, easing the burden of electricity bills.

Frequently Asked Questions

I have already qualified for the Low-Income Energy Assistance Program (LEAP), the Ontario Electricity Support Program (OESP), and the Home Assistance Program (HAP). Do I qualify for this program?

Individuals who qualify for the Home Assistance Program, Low-Income Energy Assistance Program, and the Ontario Electricity Support Program are not eligible for additional support of equipment offered by the AffordAbility Fund.

I live in social or assisted housing. Do I qualify?

Yes! If you pay an electricity bill and it is in your name, you may qualify for free energy-saving products including night-time power, fans, and more. You may qualify for other forms of help as well.

Am I still on the list and how long is the program running for?

If you're signed up for the program, you are on the list. We recently got word that the program has been extended until **December 31st, 2020**. If you've applied for the program before this date, each customer will receive the level they qualify for.

If you've signed up on the AFT website and haven't received a call, you can call AFT directly at 1-800-464-1993 to make sure you're signed up. You'll need to have a few things ready for the phone call, including your income from last year (line 150 on your tax form) and your 12-month average electricity bill from 2018. Make sure to only give the average electricity portion for an accurate indication of your qualification. Once you're spoken to someone from the AFT Program, they'll send your information along to us at PUC and we'll initiate your application to confirm the accurate qualification level.

I haven't heard anything back from anyone, what level have I qualified for?

Everyone who applies for the program is contacted within 2 days of us receiving their application. We had a 2-month delay during the summer months because of the increasingly high-volume numbers with applications, but we are now back on track. If you don't hear from a social worker for within the first few months after your "qualified phone" call with AFT, you likely qualify for level 1 and will receive an energy savings kit in the mail. If you have additional questions, our customer care team is happy to help, email you and answer any questions you may have.

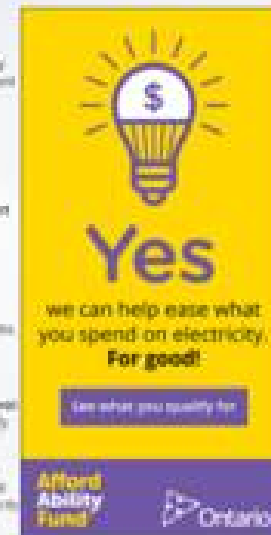
I have moved – do I need to resubmit an application that will happen to my existing application?

If you've moved, you will need to call AFT and update your address. Once your existing application is updated, we will proceed with your application.

I make less than \$10,000 a year – do I still qualify?

The AFT program is not a low-income program. This program was designed to help everyone ease the cost of electricity and provide long-term solutions to Ontarians who are otherwise underserved by other energy assistance programs. If you're interested in a more accurate level of qualification, the website home page has an eligibility calculator you can fill out. Find out more at www.affordabilityfund.org or contact their direct 1-800 line.

What do I do if I have problems/issues with the appliances I've received?



THANK YOU!



Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q2 2020	Report November 4, 2019 Agenda Item 7.3.2; further direction to develop multi-year plan for park greenspace revitalization	Parks analysis	M. Shoemaker P. Christian
21-Nov-16	CAO	Employee Innovation Program	M. White	Q1 2020		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth
23-Jan-17	Corporate Services	Posting of Expenses to Website	R. Tyczinski	Q4 2019		Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back	M. Shoemaker S. Hollingsworth
8-May-17	CD&ES	Downtown Sault Ste. Marie	T. Vair	Q1 2020	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC.	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
26-Jun-17	CD&ES Legal	Weekend Downtown Street Closures	T. Vair K. Fields	Q2 2020	Information was presented to the DTA Board in November 2019, and DTA is following up with their membership to determine interest	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
11-Sep-17	Legal	Red Pine Drive	K. Fields		Pending	Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.	M. Shoemaker J. Krmpotich

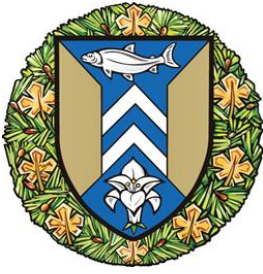
25-Sep-17	PW&ES	Local Improvement Charges for Roads	D. Elliott R. Tyczinski	Q1 2020		Develop a comprehensive local improvement charges policy that will see local improvements charged in all or most of the road reconstruction projects or in projects that upgrade roads to a higher class of surface.	O. Grandinetti M. Shoemaker
23-Oct-17	CD&ES	There's an App for That	T. Vair	Q1 2020	FutureSSM team in collaboration with City IT to examine opportunity to create and fund this app	Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.	M. Shoemaker J. Hupponen
11-Dec-17	CD&ES	Downtown Safety Strategy	T. Vair	Q4 2020	FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities.	Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with Sault Ste. Marie Police Service, Downtown Association, and other related community groups seeking to increase public safety).	S. Hollingsworth S. Myers
20-Feb-18	Corporate Services	RFP of Group Benefits Brokerage and Underwriting	P. Niro	Q1 2020		Prepare RFP for brokerage and underwriting of the City's group benefits.	M. Shoemaker O. Grandinetti
9-Apr-18	CD&ES	Snow Dumps	D.McConnell	Q1 2020		Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible	M. Shoemaker S. Butland
9-Apr-18	Corporate Services	Open Data	F. Coccimiglio	Q1 2020		Research, develop and draft an open data plan and strategy for the municipal corporation	S. Hollingsworth S. Butland
23-Apr-18	CD&ES	Sault Ste. Marie Branded Products	T. Vair	Q1 2020	Will be added to FutureSSM report.	Investigate and report on feasibility of selling Sault Ste. Marie-branded products both online and by partnering with local retailers.	M. Shoemaker O. Grandinetti
28-May-18	CAO CD&ES	Jamestown Health Equity Centre	M. White T. Vair	Q1 2020	Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work	Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates	M. Shoemaker R. Niro
28-May-18	CD&ES	National Housing Strategy Plan	D. McConnell	Q1 2020		Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned	M. Shoemaker O. Grandinetti
11-Jun-18	Legal	Upgrades to Class D Gravel Roads	K. Fields		Pending	Investigate the acquisition of remaining existing class D road private rights-of-way	J. Krmpotich S. Butland

10-Dec-18	CD&ES	Sault Cycling Proposal	T. Vair D. McConnell	Q1 2020		Assess all costs related to Sault Cycling Club proposal for an Active Trail Network connected to Hub Trail Club and report on costs, project feasibility and recommendations as to whether and how to proceed with the project	S. Hollingsworth D. Hilsinger
10-Dec-18	CD&ES	MPAC Real Property Assessment	D. McConnell	Q1 2020	Report August 12,19 Agenda item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party	Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.	M. Shoemaker P. Christian
10-Dec-18	Corporate Services	Sault Ste. Marie Voter Engagement Plan	R. Tyczinski	Q2 2021		Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.	M. Shoemaker D. Hilsinger
14-Jan-19	CD&ES	Dog Park	T. Vair	Q1 2020		Research the feasibility of creating two additional dog parks, one in the east end (preferably in Bellevue Park) and the other in the west end where dog owners can easily access them, incorporating trends from highly rated dog parks such as Vancouver's.	S. Hollingsworth D. Hilsinger
14-Jan-19	CD&ES	Smart Industrial and Business Park Investment	T. Vair D. Hollingsworth	Q1 2020		Investigate and report to Council by July 2019 regarding creation of a sustainable smart industrial and business park including: best practices, required financial investment, potential location(s) and required infrastructure	S. Hollingsworth P. Christian
4-Mar-19	CD&ES PW&ES	Active Transportation	D. McConnell D. Elliott	Q1 2020		Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation.	D. Hilsinger M. Shoemaker

18-Mar-19	CD&ES	Public Input Sessions in Rezoning Application Process	D. McConnell D. Elliott	Q1 2020	Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).	P. Christian M. Shoemaker
18-Mar-19	CD&ES	Green Laneways	D. McConnell	Q1 2020	Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.	M. Shoemaker L. Dufour
18-Mar-19	Corporate Services	Review of City of Sault Ste. Marie Procurement Policy	S. Schell	Q1 2020	Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy	M. Shoemaker C. Gardi
1-Apr-19	CD&ES	Municipal Autism Strategy	N. Scott	Q1 2020	Strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis and to create a roadmap for the autism community in shaping the future development of our community	L. Vezeau-Allen C. Gardi
1-Apr-19	PW&ES	Disabled Advance Traffic Signals Between 9 p.m. and 6 a.m.	L. Girardi D. Elliott	Q1 2020	Report on the feasibility of disabling advanced traffic signals at all (or mostly all) intersections with advanced signals between 9 p.m. and 6 a.m.	M. Shoemaker M. Scott
15-Apr-19	CD&ES Corporate Services	Examine Established Neighbourhoods for Future Growth	D. McConnell S. Schell	Q1 2020	Work with Innovation Centre to prepare a report mapping areas of the community that have experienced assessment growth and those that have experienced assessment decline /stagnation over the past two assessment periods so that Council may have that information when considering infrastructure investments and prioritization.	L. Dufour D. Hilsinger
6-May-19	CD&ES Legal	Transient Accommodations	D. McConnell K. Fields	Q2 2020	Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.	C. Gardi M. Scott
21-May-19	CD&ES	Downtown Trolley	T. Vair	Q2 2020	Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley	M. Shoemaker P. Christian

3-Jun-19	PW&ES	Property Standards / Yard Maintenance / Sewer By-law Enforcement	D. Elliott	Q2 2020	Lead task force including Councillors Dufour, Niro and Vezeau-Allen, AND representatives from Legal, Public Works, Engineering and Building Division to review property standards, yard maintenance, and sewer use by-laws and drainage agreements; compare with best practices in order to obtain improved and timely compliance, and report back with recommendations.	L. Dufour R. Niro
17-Jun-19	FutureSSM	Knowledge-Based Industry Recruitment Task Force	T. Vair	Q1 2020	Task Force comprised of Innovation Centre, EDC and FutureSSM to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.	L. Dufour M. Scott
15-Jul-19	PW&ES	Public Information Sessions	D. Elliott	Q1 2020	Bring forward a policy as to when public information sessions will be held, what notice will be circulated, and within which time frames those notices will be circulated for Environmental Assessments that do not require a formal public information session but do require public notice.	D. Hilsinger M. Shoemaker
15-Jul-19	CD&ES	City Parking Lots at Ken Danby Way and Russ Ramsay Way	T. Vair	Q2 2020	Review the layout and use of of parking lots at Ken Danby Way and Russ Ramsay Way and report with recommendations to optimize the property for future use.	M. Shoemaker L. Dufour
15-Jul-19	CD&ES	Complete Streets Plan – Pine/Willow Area	D. McConnell	Q2 2020	Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.	D. Hilsinger M. Shoemaker
12-Aug-19	CD&ES	St Marys River Heritage Walk Committee	J. KingCallon	Q2 2020	Establish a Committee to study opportunities along the City's waterfront for a St. Marys River Heritage Walk to celebrate and raise awareness among residents and visitors (Councillors P. Christian, M. Shoemaker and Councillor C. Gardi and appropriate staff as resource); Committee also to engage with Municipal Heritage Committee, Indigenous community and any other relevant stakeholders.	P. Christian M. Shoemaker

9-Sep-19	PW&ES	Northern Avenue East/Sackville Road Intersection	L. Girardi	Q1 2020	Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council	R. Niro M. Bruni
23-Sep-19	PW&ES	School Zones	L. Girardi	Q2 2020	Bring a policy to Council that clearly establishes conditions for reduced-speed school zones within the city	M.Scott C. Gardi
7-Oct-19	CD&ES	Indoor Mausoleum Feasibility	T. Vair	Q2 2020	Review feasibility of indoor mausoleums and gauge demand through community outreach	M. Shoemaker R. Niro
4-Nov-19	Legal	Shopping Cart Management Plan	K. Fields	Q1 2020	Draft a by-law requiring retailers that use shopping carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries ensuring enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan.	M. Shoemaker M. Bruni
4-Nov-19	CD&ES	Remembrance Day Parking for Veterans	B. Lamming		Veterans with a poppy licence plate to be granted free parking at all municipal parking lots and on-street parking spaces for the entire day every Remembrance Day	M. Shoemaker C. Gardi
18-Nov-19	PW&ES	Andrew Street / Albert Street Traffic Lights	D. Elliott	Q2 2020	Conduct traffic safety study of Albert and Andrew Streets with the goal of reducing collisions from the southbound lanes on Andrew Street	L. Dufour M. Shoemaker
6-Jan-20	CAO	Service Delivery Review	M. White	Q2 2020	Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.	M. Shoemaker R. Niro
6-Jan-20	PW&ES	Elimination of Plastic Bags	L. Girardi	Q3 2020	Consider and report on a process to discourage/eliminate use of plastic bags including a plan for the municipality to reduce and eliminate its use of plastic bags and single use plastics; staff to consult with community stakeholders to receive comment, feedback, input.	C. Gardi D. Hilsinger
7-Jan-20						



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Bellevue Marina – D Dock Replacement – Supply & Installation

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of replacement of the D Dock at the Bellevue Marina, as required by Community Services - Community Development & Enterprise Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

Dockage at the City's Marinas have been identified as requiring replacement and upgrading to current standards. They are of dated wooden construction and failures have occurred. A phased approach to replacement has occurred.

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 December 20, 2019.

ANALYSIS

Proposals from two (2) Proponents were received prior to closing date:

Avery Construction Limited, Sault Ste. Marie, ON
Poralu Marine Inc., Saint-Eustache, QC

The proposals received have been evaluated by a committee comprised of the Director of Community Services and Staff from Community Services – Community Development & Enterprise Services; and Staff from the Purchasing Division – Corporate Services. A representative of the City's Consultant (STEM Engineering) for the project assisted in the Proposal Evaluations.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Poralu Marine Inc. of Saint-Eustache, QC. Poralu Marine Inc. has provided dock replacements for two prior Projects at the City's Marinas.

FINANCIAL IMPLICATIONS

Poralu Marine Inc. has proposed a cost of approximately \$341,573.00 including the non-rebatable portion of the HST for the replacement of D Dock at the Bellevue Marina.

Funding for this Project in the amount of \$394,000 from additional 2019 Gas Tax Revenues has been allocated to the Project. The proposed cost plus the associated Engineering Fees of approximately \$12,750.00 including non-rebatable HST can be accommodated from within this allocation.

STRATEGIC PLAN / POLICY IMPACT

This upgrade is linked to Delivery of New Infrastructure as listed in the Infrastructure Focus Area of the Corporate Strategic Plan and aligns with City's commitment to Delivering Excellent Customer Service.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2020 01 20 be received and the recommendation that the proposal submitted by Poralu Marine Inc. of Saint-Eustache, QC be approved, at a proposed cost of approximately \$335,665.00 plus HST.

Further that the City's Consultant (STEM Engineering) be authorized to issue a Letter of Intent to Poralu Marine Inc. to commence mobilization for the Project.

A By-law authorizing signature of the Agreement with Poralu Marine Inc. for provision of D Dock replacement at the Bellevue Marina will appear on a future Council Agenda.

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

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, CPA, CA Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: 2020 Outside Agency Grant Agreements

PURPOSE

Outside Agency Grant Agreements for 2020 are provided for Council approval.

BACKGROUND

Funding for the outside agency grants was approved in the 2020 Operating Budget.

The annual funding agreement sets out the activities and/or services eligible for funding, how the funds will be flowed, and the reporting requirements.

ANALYSIS

The following outside agencies have annual funding agreements (notable changes to the agreements from the prior year are provided):

- Algoma University
 - The following metrics were added as a requirement of the Recipient's annual report to Council:
 - Activities undertaken to attract international students to Sault Ste. Marie
 - Number of international students
- Pee Wee Arena
 - The following metrics were added as a requirement of the Recipient's annual report to Council:
 - Ice utilization percentage for primetime and non-primetime
 - Identify major capital projects completed
 - Identify funding received
- The Art Gallery of Algoma
 - No notable changes

- The Ontario Bushplane Heritage and Forest Fire Educational Centre
 - No notable changes
- Crime Stoppers
 - The following metrics were added as a requirement of the Recipient's annual report to Council:
 - Number of calls received leading to an arrest
 - Activities undertaken to raise awareness
- Sault Ste. Marie Museum
 - Council approved a \$40,000 increase to the Museum's annual grant in the 2020 Operating Budget, bringing the total 2020 funding to \$246,091. The additional funding is allocated to salaries and benefits and other operating expenses.

By-laws for the agreements are included elsewhere on the agenda.

FINANCIAL IMPLICATIONS

Funding for the outside agency grants has been approved in the 2020 Operating Budget.

STRATEGIC PLAN / POLICY IMPACT

The Outside Agency Grant Agreements align with the Strategic Plan Value: Accountability and Transparency.

RECOMMENDATION

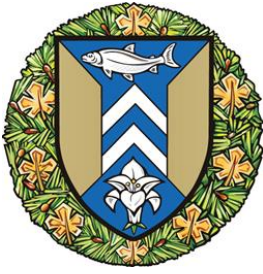
It is therefore recommended that Council take the following action:

The relevant by-laws are listed elsewhere on the agenda and are recommended for approval.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits & Capital Planning



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Jumpstart Accessibility Grant (Anna Marinelli Memorial Park)

PURPOSE

The purpose of this report is to seek Council's approval to apply for the Jumpstart Accessibility Grant in support of the revitalization of Anna Marinelli Memorial Park.

BACKGROUND

At a Council meeting dated November 4, 2019 the Parks Analysis report was presented and following resolution passed:

Resolved that,

1. City Staff be directed to work with community partners to revitalize Anna Marinelli Park in 2020. Public Works and Engineering Services will perform the installation of the playground components.
2. Staff will develop a multi-year Plan that targets revitalizing three (3) Neighborhood Parks and Greenspaces, beginning in 2021 which assess properties, review operational staffing and capital requirements and report back to Council to be approved."

Carried

It was noted in the report that the Soup Kitchen had received funding to support the revitalization of Anna Marinelli playground and surrounding area through Sault Ste. Marie District Social Services that will support a portion of the redevelopment. The balance of funding can be accommodated through the Public Works Parks operation budget in 2020.

ANALYSIS

Further to the resolution staff have met to implement item one (1) noted to revitalize Anna Marinelli Park. During that meeting it was identified that, in addition to the

proceeds available through the Soup Kitchen, Jumpstart will accept grant applications for projects valued up to \$500,000 (i.e. renovations, retrofits or construction of community facilities and venues) designed to enhance existing or new building plans for sport and recreation spaces with uniquely innovative solutions for inclusion and accessibility for children of all abilities.

Some of the eligible criteria that relate well to this project are:

- Building accessible walkways between outdoor amenities at a recreation facility (i.e., between tennis courts, pools, playgrounds, and parks)
- Adapting recreational facilities to accommodate sensory and invisible disabilities

To be eligible for a Jumpstart Accessibility Grant, the proposed project must:

- Be located in Canada
- Consist of an infrastructure upgrade or build which results improved accessibility to a public recreations space meeting the needs of youth with disabilities
- Have a direct impact on youth with disabilities ability to engage in sport and physical activity
- Meet legislated building standards and code

The following project expenses are eligible under the Jumpstart Accessibility Grant:

- Materials, supplies, and equipment to complete the proposed infrastructure project
- Professional fees for technical personnel, consultants, and contractors to undertake the surveying, design, engineering, manufacturing, installation, or construction of the proposed Infrastructure Improvement

A letter of support (Appendix A) has been provided by the Soup kitchen gifting \$50,000 towards the project along with in kind services for installation from City Staff will provide the backing for the application.

Staff are recommending applying for the grant to enhance the project and to leverage funding from the Soup Kitchen in the application. Applications must be submitted by February 12, 2020 (11:59 p.m. EST).

FINANCIAL IMPLICATIONS

If the grant is approved the amount will enhance the project to the approved level funding provided (estimated grant value of between \$50,000 and \$100,000, estimated total project level of \$100,000 to \$150,000). There is no financial impact to the Municipality.

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 to ensure a safe environment.
- Maintenance of existing infrastructure will ensure its longest possible life cycle. Preserving and improving the City's assets ensures we are on the leading edge of Ontario municipalities.
- Relates to the focus area: Quality of Life and to the Parks and Recreation Master Plan.

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 2020 01 20 be accepted and that staff be authorized to submit an application to Jumpstart for the Anna Marinelli Memorial Park revitalization project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'B. Lamming', with a long horizontal stroke extending to the right.

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

Appendix A



SOUP KITCHEN COMMUNITY CENTRE

172 James Street
Sault Ste. Marie, ON, P6A 1W3
Phone 942-2694 Fax 256-5037
soupkitchen@shaw.ca
www.soupkitchencommunitycentre.org

January 6, 2020

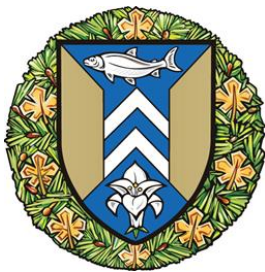
Brent Lamming
Director, Community Services
Community Development & Enterprise Services

Attention: Brent Lamming

The Sault Ste. Marie Soup Kitchen Community Centre is in support of the planned revitalization of the Anna Marinelli Park and we would like to partner with the city of Sault Ste. Marie and contribute \$50,000.00 towards the cost. The revitalization of the Anna Marinelli Park has long been on our wish list as it will help to enrich the lives of many in the area. The park is one of the great assets in the area that can help to strengthen relationships with neighbours and offer more opportunities for families and children to play, learn, explore and engage in physical activity.

If you have any questions or require further information, please email or call.

Sincerely,
Ron Sim
General Manager
Soup Kitchen Community Centre



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Agreement with Her Majesty The Queen In Right Of Canada – Utilization of Point Des Chenes

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Her Majesty The Queen In Right Of Canada, as represented by the Minister of National Defence for Utilization of Point Des Chenes.

BACKGROUND

The Sault Ste. Marie 49th Field Artillery Regiment (RCA) has requested access to Point Des Chenes Park located at 57 Des Chenes Dr. The 49th Field Artillery Regiment will be conducting training exercises from January 31, 2020 to February 2, 2020. Details of the proposed training are outlined in the agreement, found elsewhere on the agenda in By-law 2020-33.

ANALYSIS

The request to use Point Des Chenes for military training was circulated by the Legal Department to the appropriate City departments as well as the Sault Ste. Marie Region Conservation Authority. No concerns were expressed; therefore, City Staff are recommending that the agreement be approved.

FINANCIAL IMPLICATIONS

There are no financial implications related to this report.

STRATEGIC PLAN / POLICY IMPACT

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated 2020 01 20 concerning the agreement with Her Majesty The Queen In Right Of Canada, as represented by the Minister of National Defence be approved. The relevant By-law 2020-33 is listed elsewhere on the agenda and is recommended for approval.

Agreement with Her Majesty The Queen In Right Of Canada – Utilization of Point Des
Chenes

2020 01 20

Page 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', written in a cursive style.

Virginia McLeod

Manager of Recreation and Culture

705.759.5311

v.mcleod@cityssm.on.ca

LICENSE AGREEMENT

BETWEEN:

The City of Sault Ste. Marie (the "LICENSOR")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of National Defence (the "LICENSEE")

WHEREAS the LICENSOR is the owner of a property located at 57 Des Chenes Dr, Sault Ste. Marie, ON P6A 5K6 in the Province of Ontario (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of military training to conduct the deployment of an artillery battery;

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use all of subject property the Premises for the purpose of conducting dry training confirm the techniques, tactic and procedures learned while conducting a Basic Winter Warfare Course. Equipment will include Land Over Snow Vehicles to be used as safety vehicles, shelters and assorted winter survival equipment. Radios and weapons with no ammunition will also be used.

2. TERM

The term of this agreement shall be from 31 1800 January 2020 until 02 1800 February 2020.

3. LICENSE FEE

Total consideration for the use of the Premises is \$1.00, and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, including the laws of Canada.

IN WITNESS WHEREOF this agreement has been executed by Sault Ste. Marie Region Conservation Authority and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Printed Name: _____

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF NATIONAL
DEFENCE**

Per: _____

Name: Maj. J. Bye Date _____

Title: Officer Commanding
RP Ops Det Petawawa

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Printed Name: _____

Per: _____

Print Name Virginia McLeod Date _____

Title: Manager of Recreation,
City of Sault Ste Maire, ON

I have authority to bind the Corporation



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell, MCIP RPP, Director of Planning & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Industrial Land Acquisition – Wood Park Court

PURPOSE

The purpose of this report is to request City Council's approval to acquire an industrial property, PIN 31613-0366 (LT), Part of Section 4 Awenge Designated as Part 1, 1R12416; City of Sault Ste. Marie, known as civic 11 Wood Park Court.

BACKGROUND

In 2001, City Council approved an Industrial Land Development Strategy. This strategy contained a number of recommendations to ensure that sufficient industrial land would be available in the long-term.

As a result of that strategy, the City acquired property from Algoma Steel on Yates Avenue and the south side of Base Line, east of Leigh's Bay Road. The City subsequently extended roads with both water and sanitary services to these properties. The Base Line property (Wood Park Court) is also serviced with rail. Several smaller properties on Yates Avenue have been sold and the flakeboard plant (now Arauco Flakeboard) was constructed on the Base Line property in 2004.

In 2014, the City sold 6.2 hectares (15.2 acres) at 11 Wood Park Court to Elementa to construct an energy from waste facility. However, this project did not proceed and the property has since been acquired through receivership by 2124732 Ontario Inc. based in Woodbridge Ontario.

ANALYSIS

The recent report by Dillon Consulting on the city's population and employment projections, and associated land needs indicated that the city has more than sufficient designated and zoned industrial land for the foreseeable future. The difficulty is there are few larger properties that are readily available.

To significantly improve this situation, it is recommended that the City reacquire the property previously sold to Elementa. This property is fully serviced and has access to both rail and a major truck route. In addition, the City owns an additional 17 ha (42 acres)

immediately south of this property. As it may be preferable for any potential investor to acquire both properties, it is recommended that the City reacquire the former Elementa property from the current owner.

FINANCIAL IMPLICATIONS

The City has approximately \$570,000 available for property purchase from the Industrial Park Reserve. The City has a signed agreement of purchase and sale with the owner for \$270,000, pending approval by Council. This is slightly below the Municipal Property Assessment Corporation value and represents a cost of \$17,763 per acre.

As this cost is below current market value for industrial land in the community, the acquisition of this property is recommended.

STRATEGIC PLAN / POLICY IMPACT

Approval of this report is consistent with the Community Development and Partnerships focus area of the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2020-20 is listed elsewhere on the Agenda, and is recommended for approval.

Respectfully submitted,



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



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Application Map Series

☐ Subject Property ☐ Official Plan Landuse

☐ Existing Zoning ☐ Aerial Image

☐ Official Plan Amendment ☒ Illustration

Property Information

Civic Addresses: 0 Leigh's Bay Road

Roll No.: 060001006030000

Map No.: 521 / 2-21

Date Created: November 21, 2019

0 Leigh's Bay Road Overview Map

Legend

Great Lakes Flood Line

Trans CDN Pipe Line

Sanitary, In Service

Storm, In Service

In/Out Service < 12" (300 mm), SSM-PUC

In/Out Service < 12" (300 mm), SSM-PUC

Subject Property

Parcel Fabric

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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 Colour 20cm

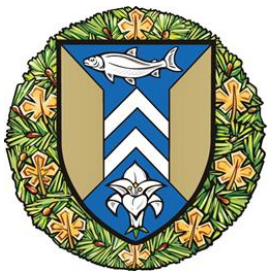
Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

0 20 40 80 Meters

1:4,000



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 20, 2020

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

PURPOSE

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

BACKGROUND

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

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-21 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Maione', is written over a light blue circular stamp.

Nicole Maione
Manager of Transit and Parking
705.759.5848
n.maione@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie



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

2020 01 06

Karen Fields, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

In November 1990 City Council approved By-law 90-305. Please amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

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

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

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
760	Farkas, Darien	G4S Security	Sault Area Hospital
761	Slater, Kyle	KC Security Services	Contracted Properties
762	MacKenzie, Jenna	G4S Security	Sault Area Hospital

Would you please amend By-law 90-305 with the new attached Schedule "A."

Thank you.

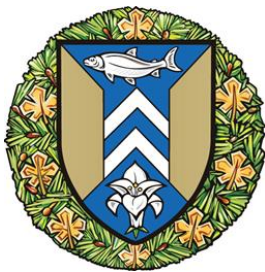
Yours truly,

A handwritten signature in blue ink, appearing to read "Nicole Maione".

Nicole Maione
Manager of Transit and Parking

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR, DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE, JOHN (TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST
374	TAABEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
443	MARCIL, MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
565	LISCUMB, GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC.	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC.	RJ'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL

676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG4 SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG4 SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHAEL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICE	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWLES-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
749	CORBETT, THOMAS	G4S SECURITY	SAULT AREA HOSPITAL
750	NEVEAU, ERIC	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG4 SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG4 SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
758	NEVEAU, KAYLA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Public Information Sessions

PURPOSE

The purpose of this meeting is to address the following resolution passed at the July 15, 2019 meeting:

Moved by: Councillor D. Hilsinger
Seconded by: Councillor M. Shoemaker

Whereas under the *Environmental Assessment Act*, certain classes of Environmental Assessments do not require Public Information Sessions; and

Whereas it has been a common practice in the City of Sault Ste. Marie to hold Public Information Sessions even when not required to do so; and

Whereas there is no standard process for giving notice of Public Information Sessions to residents within an area affected by the Environmental Assessment; and

Whereas a standard notice policy would assure Council that a regular procedure had been followed across all City Departments when undergoing an Environmental Assessment;

Now therefore, be it resolved that Staff is requested to bring forward a policy as to when Public Information Sessions will be held, what notice will be circulated, and within which time frames those notices will be circulated for Environmental Assessments that do not require a formal public information session, but do require Public Notice.

BACKGROUND

For over thirty years, the Municipal Engineers Association (MEA) on behalf of Ontario Municipalities, has developed and administered the Municipal Class Environmental

Public Information Sessions

2020 01 20

Page 2.

Assessment (MCEA) process to address requirements under the Ontario Environmental Assessment Act. It includes every reasonably conceivable municipal undertaking related to capital construction and maintenance of municipal road projects, water and wastewater projects, and transit projects. Exhibit A.2 Municipal Class EA Planning and Design Process is attached for information.

There are four Schedules, the main attributes of each are summarized below:

Schedule A: Pre-approved. Generally includes normal or emergency operational and maintenance activities.

Schedule A+: Pre-approved but the Public is to be advised prior to project implementation. The Proponent (the City) determines the manner by which the public is advised.

Schedule B: Generally consists of improvements and minor expansions to existing facilities. There is the potential for some adverse environmental impacts (social, economic or natural) and therefore the City is required to proceed through a screening process including consultation with those agencies and individuals who may be affected.

Schedule C: Generally consists of the construction of new facilities and major expansions to existing facilities. These projects proceed through an established environmental assessment planning process.

The City's experience with the MCEA process has generally been good over the years. Complicated schedule C EA's can be lengthy and costly, but the process ensures all impacts are assessed and mitigation measures are in place at project implementation. Objections can be submitted to the Minister by individuals or agencies for Schedule B and C EA's in the form of a Part II Order Request under the Act. These can add considerable delays to projects if the Ministry does not resolve them in a timely manner.

ANALYSIS

The intention of the resolution is the development of a policy for notices and consultation practices across City Departments for projects that require notice but not necessarily a full Public Information Session (PIC).

Schedule A Projects do not require notice or consultation. For schedule B and C Projects, the requirements for notices and Public Information Centers are explicitly laid out in the MCEA process. Accordingly, Staff recommends no new policy or change to the way these EA's are conducted as the formal MCEA process is sufficient.

The Resolution essentially deals with schedule A+ Projects: Public notice is required, the proponent determines the manner by which the public and agencies are advised, and a Public Information Centre is not necessarily required.

Public Information Sessions

2020 01 20

Page 3.

The MEA Guideline states the following for schedule A+ Projects: “The manner in which the public is advised is to be determined by the proponent [the City]. This could be a notice provided to adjacent property owners, a notice posted at the site, a report to Council, a list of projects posted on the Municipality’s website etc.” The mandatory requirements for a “Public Notice” under Schedules B and C do not apply.

Schedule A+ Projects can potentially cause detrimental effects, so it has generally been Staff’s practice in the past to meet or exceed the minimum requirements for Public Notice. Examples include culvert replacement of a larger size, retirement of an existing road, road diets, and implementation of cycling lanes. Often a PIC is held to gauge public interest. It is a discretionary decision of Staff, usually at the Director level, and based on whether or not there is a permanent alteration of some sort that may affect property owners or tenants. For example, a road resurfacing project makes no permanent alteration but road resurfacing combined with conversion from four-lanes to three with curbside cycling lanes is an alteration.

In response to the resolution, it is recommended that the following criteria be used for Public Notices on schedule A+ Projects:

- Provide notices to adjacent businesses and residences (those properties with frontage on the project) when there is a permanent alteration to an asset such as, but not limited to:
 - Reduced number of general purpose lanes,
 - Loss of parking
 - Addition of sidewalk or multi-use trail
 - Addition of painted cycling lanes
- Notice will include a hardcopy delivered or mailed to adjacent property owners, and posting on the City website
- A Public Information Center would be at the discretion of Staff
- Notice to be provided at least one-month before implementation; notices for PIC should be at least one week in advance of the PIC
- If there is no alteration to the asset, the Public Notice requirement would be fulfilled by the report to Council or Notice on the City website

The majority of MCEA’s are administered by the Engineering Division under the Public Works and Engineering Services Department, however, the Community Development and Enterprise Services Department conducts EA’s in the Transit and Planning Divisions. There is good communication among Divisions across Departments, so Staff feels that the discretionary points along the process are well managed.

It is worth reiterating that schedule A+ Projects are pre-approved, and the City can always proceed to implementation. However, Staff acknowledges the benefit of giving residents the courtesy of a personal notice and more detailed information when warranted.

Public Information Sessions

2020 01 20

Page 4.

Furthermore, Council has the authority to cancel or defer schedule A+ Projects at its discretion.

FINANCIAL IMPLICATIONS

There are no financial implications related to this report. Public notices are made within existing operating budgets.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

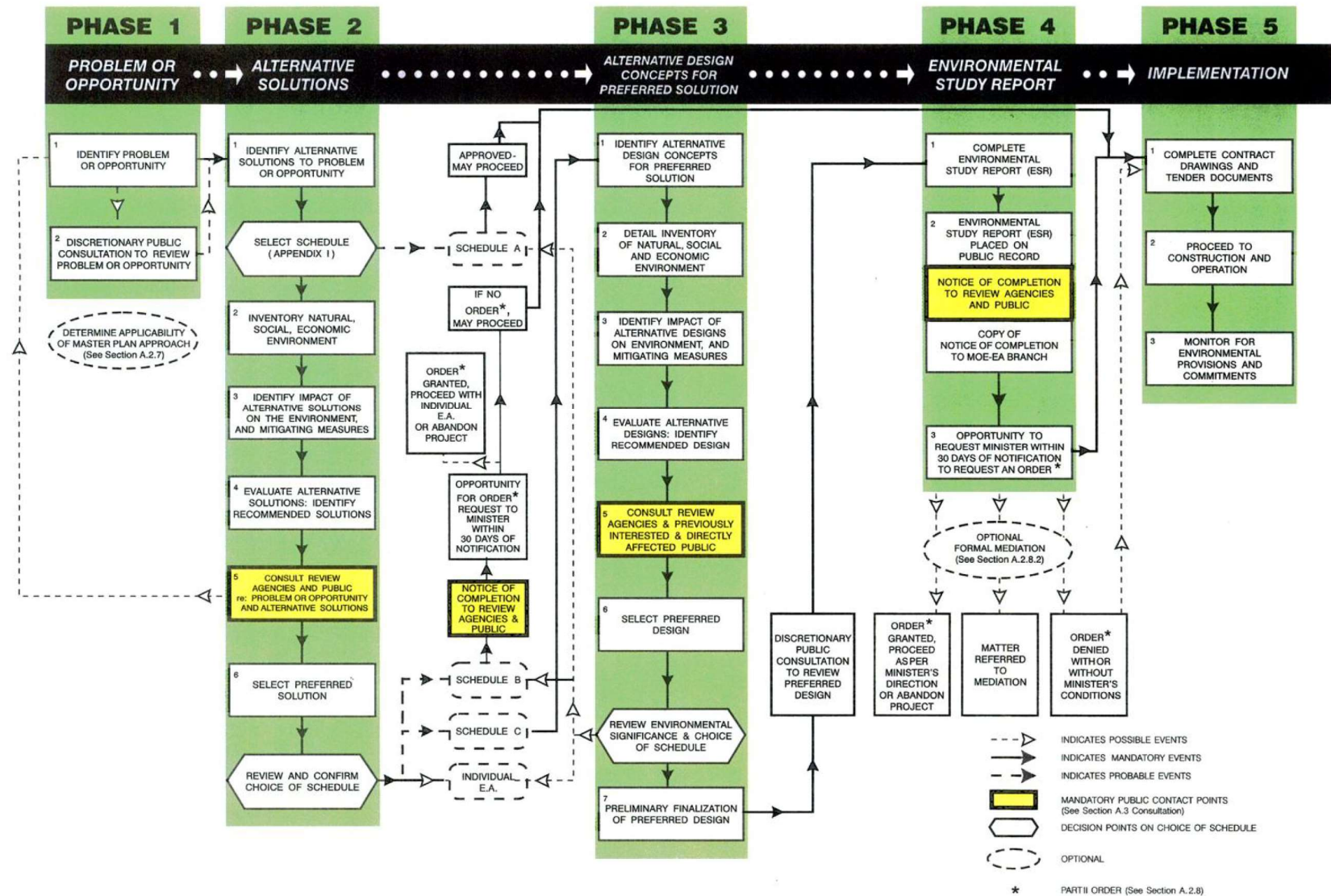
Resolved that the report of the Director of Engineering dated 2020 01 20 be received, and the recommendation that Public Notices on schedule A+ Projects be provided one month in advance to adjacent property owners when there is a permanent alteration to an asset, be approved.

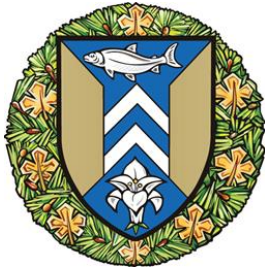
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Don Elliott', with a stylized flourish at the end.

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

Class EA Process Flowchart





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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Huron Street Pump Station

PURPOSE

The purpose of this report is to obtain approval to award Contract 2019-8E, and for approval of the by-law in relation to the Construction Agreement with Hydro One.

BACKGROUND

Council approved an Agreement with AECOM Engineering for the consulting work associated with the Huron Street Pump Station replacement, under by-law 2018-134 on August 13, 2018. The design and tender were completed for the required work. An analysis of the results is provided below.

ANALYSIS

A total of three (3) tenders were received. The tenders were reviewed and one error was found with the submission from Avery Construction which resulted in an increase of their price by \$3,119.58. The tenders were otherwise complete. The results are summarized in the attached report. The low tender, excluding HST, in the amount of \$742,393 was submitted by Avery Construction Ltd.. This value was higher than the Engineer's tender estimate by \$111,631 (approximately 18%). However, the tender is within the budget allocation for the project.

Through the design process, it was determined that some work is required over a Hydro One easement. A Construction Agreement is necessary in order to proceed with this portion of the work. It is recommended that a second by-law be approved for execution of the Agreement with Hydro One.

FINANCIAL IMPLICATIONS

The project including engineering and construction is within the remaining 2017 and 2018 budget allowance for pump station work. When recoverable HST is removed and allowances for engineering are added, the City's cost to complete the project is estimated to be approximately \$908,610 to be funded from the pump station budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-laws 2020-19 and 2020-18 are listed elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



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

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

December 23, 2019

Project #
60586718

Dear Ms. Taddo:

Subject: Huron Street Pump Station Upgrades
Contract No. 2019-8E
Tender Report

We have reviewed the tenders received by the City Clerk's office on Thursday, December 19, 2019 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2019-8E – Huron Street Pump Station Upgrades consists of supplying all equipment, labour and materials for the replacement of the Huron Street Sewage Pump Station including pre-packaged 2.4m dia. lift station, 1.8m dia. valve chamber and control panel enclosure along with associated site work, pipework, electrical services and related appurtenances.

The tender advertisement was published in the Sault Star on Saturday, November 30, 2019 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of three (3) Contractors picked up tender documents during the tender period following submission of the \$100.00 refundable deposit.

During the tender period, there were a few questions from plan takers relating to the scope of work along with various technical specifications. Two (2) addenda were issued by the Consultant to address issues/questions raised by the plan takers.

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2019-8E to the City Clerk's office prior to the closing time of 3:00 p.m. on Thursday, December 19, 2019. The tenders were publicly opened at 3:15 p.m. on the same day by Deputy City Clerk Madison Zuppa in the presence of City and Consultant staff as well as representatives of two of the bidding Contractors. At the time of the tender opening, the Total Tender Prices were read and the tenders were reviewed to ensure they included the required tender deposit in the amount of 10% of the Total Tender Price and agreement to bond for performance security.

The tender deposits, which were in the form of bid bonds, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

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

1.	Avery Construction Ltd.	\$ 739,273.42 (submitted)
2.	R.M. Belanger Limited	\$1,179,000.00
3.	Cecchetto & Sons Ltd.	\$1,798,060.00

The Total Tender Price for each tender includes a contingency allowance of \$25,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$630,762.00 (excl. HST) which was compiled based on prices from similar contracts. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

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

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. An error was found with the submission from Avery Construction under Item D.4 which resulted in an increase of their total tender price by \$3,119.58.
3. The Instructions to Tenderers indicated that all tenders were to include a tender deposit in the form of a bid bond, certified cheque, money order or bank draft in the amount of 10% of the Total Tender Price. All tenderers complied with submission of the required tender deposit.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to all tenders submitted.
7. The tenderers were required to confirm that their Corporation, its Officers and Directors, and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act. All tenderers confirmed.
8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No. 1 and 2.

3.0 Low Bidder Experience

The low tenderer, Avery Construction Ltd. is a well-known local Contractor who has completed numerous City contracts in the past. Statement 'A' Tenderer's Experience provided with their tender submission outlined a list of similar projects that they have completed in the Sault and area.

Statement "D" – Subcontractors submitted by Avery Construction Ltd. indicated that the work will be done by their own forces, with the exception of asphalt paving and concrete which will be done by Pioneer Construction, and electrical work will be done by S&T Group.

4.0 Tender Estimate

The low tender amount of \$742,393.00 (excl. HST) is higher than the Engineer's tender estimate by \$111,631.00 (excl. HST) or approximately 18%.

5.0 Conclusions

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

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

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

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Karen Fields, City Solicitor
DEPARTMENT: Legal Department
RE: Property Declared Surplus – 4 Wemyss Street

PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31545-0370 (LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE, being civic 4 Wemyss Street be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

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

BACKGROUND

The Legal Department received a request from Public Works and Engineering Services to ascertain if 4 Wemyss Street could be declared surplus. The request was circulated to various City Departments and the Sault Ste. Marie Conservation Authority ("SSMRCA") for comment.

There were no objections to declaring the property surplus. The Planning Department noted that given the size of the property and that it is a corner lot, the only potential purchasers are likely the two abutting owners.

ANALYSIS

If Council declares the property surplus, the property will be advertised once in the Sault Star and will appear on the City's web page.

FINANCIAL IMPLICATIONS

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the property, it may be assessable depending upon its ultimate use.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Authorize that the City owned property described as PIN 31545-0370 (LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE, being civic 4 Wemyss Street be declared surplus to the City's needs and authorize the disposition of the said property in accordance with the City's policy for the disposition of land, to the abutting owners.

By-law 2020-25 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



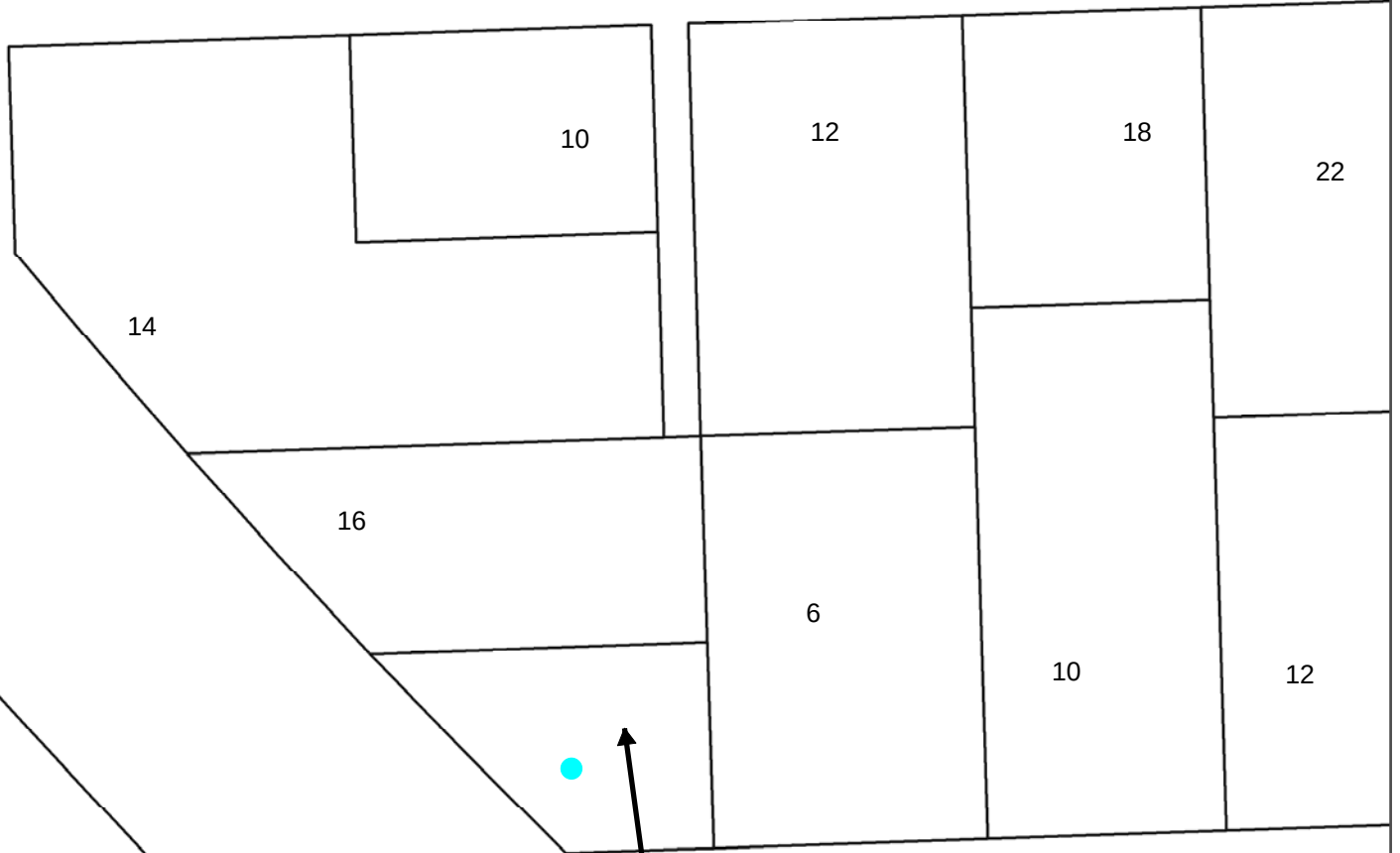
Karen Fields

City Solicitor

705.759.5407

k.fields@cityssm.on.ca

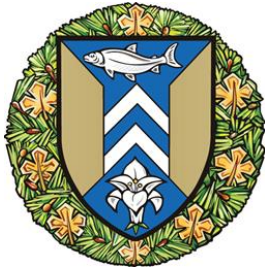
Hamilton Avenue



Hawthorne Avenue

SUBJECT PROPERTY

Wemyss Street



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Patrick Lo, Junior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Community Development Award 2019 - The Machine Shop - 83 Huron Street

PURPOSE

The purpose of this report is to announce the results of the Community Development Award Committee's deliberations on the 2019 Community Development Award.

BACKGROUND

City Council initiated the Community Development Award in 1998. The purpose of this award is to recognize significant achievement in community development, highlight successful development ideas that others can use, and inspire other projects to meet the standards set by successful projects.

Community development is an all-encompassing term. Eligible projects may positively benefit the community in one or more of the following ways:

- Enhance the visual quality of the built environment.
- Pursue sustainable development and protect the natural environment.
- Promote equity and accessibility to a variety of people, income groups, and abilities.
- Maximize employment and earning opportunities.
- Facilitate heritage preservation.

Previous winners of the Community Development Award include:

- Heritage Discovery Centre at the Ermatinger•Clergue National Historic Site (2016)
- Savoy's Jewellers (2015)
- Chippewa Trading Post and Frontier Village (2014)
- Skeggs Paciocco Lawyers (2013)
- Wacky Wings Great Northern Road (2012)
- Smokey's Barbeque Pit and Patio (2011)
- Essar Steel Algoma (2010)
- Muio's Restaurant (2009)

- TenarisAlgomaTubes (2008)
- Lyons Timber Mart (2007)
- Algoma Central Corporation (2006)
- Super 8 Motel (2005)
- Waterfront Walkway (2004)
- Canadian Bushplane Heritage Centre (2003)
- Cross on the Hill (2002)

ANALYSIS

17 projects were considered for the 2019 Community Development Award.

After careful consideration, the Community Development Award Committee recommends that the Community Development Award for 2019 be presented to The Machine Shop, located at 83 Huron Street.

The Machine Shop was built in 1899 by Manitoban and Irish architect Edward Francis Head. It was part of a series of buildings Head designed in his role as company architect for the Sault Ste. Marie Pulp and Paper Company founded by Francis H. Clergue and others in 1895. Clergue built this machine shop and foundry specifically to create the machines that he needed to manufacture his unique paper product, as none of the paper machine manufacturers at the time would produce machinery to Clergue's specifications.



Architect's concept drawing for the Machine Shop building. Year: 1895-1901. Source: Sault Ste. Marie Museum / Community Stories at Virtual Museum of Canada.



Interior view of the Machine Shop while under construction. Year: 1895-1901. Source: Sault Ste. Marie Museum / Community Stories at Virtual Museum of Canada.

The Machine Shop, along with the paper mill's Administrative Building, Pulp Tower, Board Mill, and Yard Locker were all built with iconic local reddish-pink sandstone in the 'Romanesque Revival' style, which was known for castle-like design features such as turrets, towers, crenellations, soaring ceilings and great arches. A 1900 article in The Canadian Magazine described the Sault Ste. Marie Pulp and Paper Company site as one of the most attractive industrial sites in Canada at the time, and praised Head for designing "some of the most significant Romanesque Revival landmarks of industrial architecture in Canada".

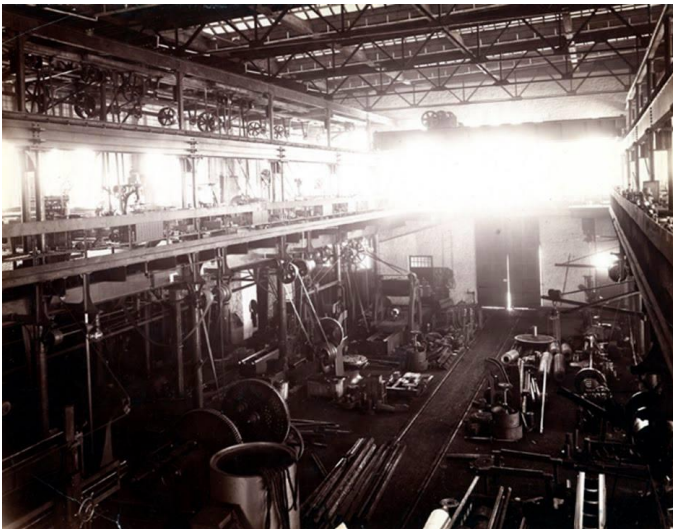


Sault Ste. Marie Pulp and Paper Company as photographed from the water, including the Pulp Mills and Algoma Iron Works (i.e. the Machine Shop). Year: 1902. Source: The New York Public Library.

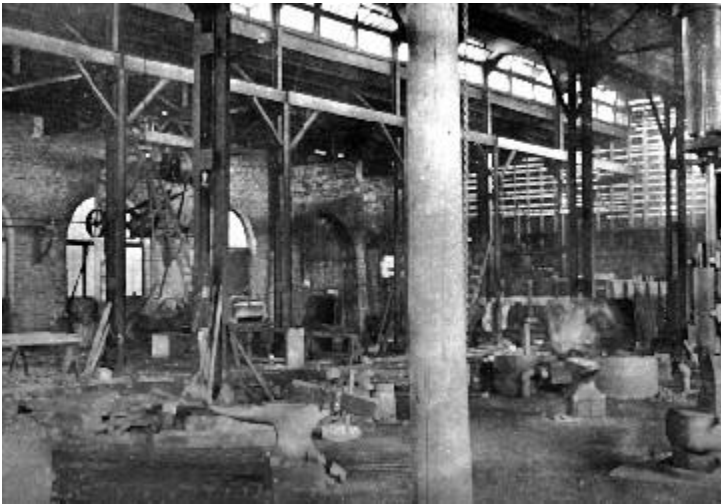


The Machine Shop building completed. Year: unknown. Source: Sault Ste. Marie Public Library.

The Machine Shop has changed hands many times over the course of its one hundred and twenty years. After Clergue's business empire collapsed in 1903, the Machine Shop was closed until the paper mill was transferred to the Lake Superior Paper Company in 1911. The Lake Superior Paper Company commissioned Sault Ste. Marie's first four newsprint paper machines at the mill. In 1917, the Lake Superior Paper Company amalgamated with the Spanish River Pulp & Paper Mills. The mill was then purchased in 1928 by the Abitibi Power and Paper Company, which ran the mill until it was sold to Dan Alexander in 1984. Alexander renamed the mill as St. Marys Paper Inc. and a new paper machine was commissioned, bringing the total to five machines.



Inside the Machine Shop during its time as part of the paper mill. Year: unknown. Source: The Machine Shop Inc. on Facebook.

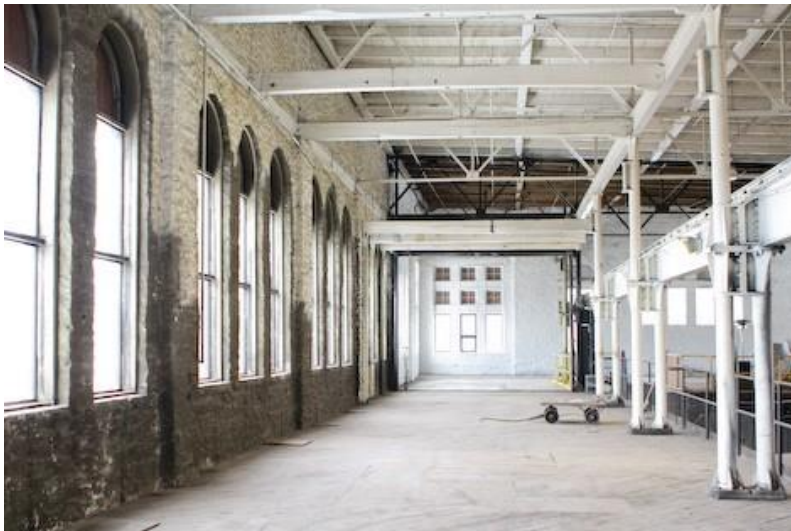


Another look at the Machine Shop during its industrial life. Year: unknown. Source: Sault Ste. Marie Public Library / Sault History Online.



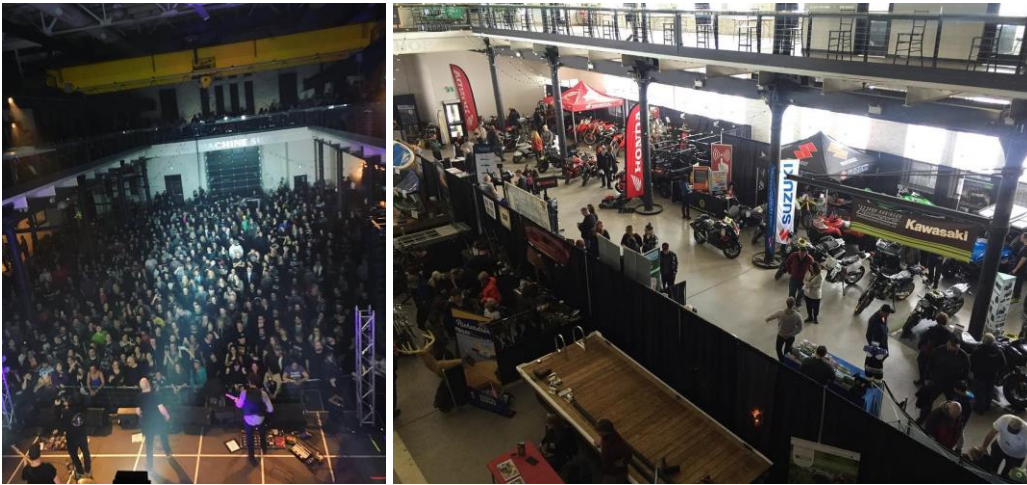
The Machine Shop and parking lot at the front of St. Marys Paper, near the end of its industrial life. Year: 2008. Source: Wikipedia.

St. Marys Paper underwent three bankruptcies and restructurings between 1993 and 2011, and the paper mill was finally closed in 2011. Riversedge Developments purchased the paper mill property in 2012, with plans of repurposing the entire site for various commercial, tourism and other uses through adaptive reuse of the mill's historic buildings. The Machine Shop was first used as a performance and event venue during the 2012 Algoma Fall Festival.



*Renovation of the Machine Shop's large hall into a performance and event venue. Year: 2013.
Source: SooToday.*

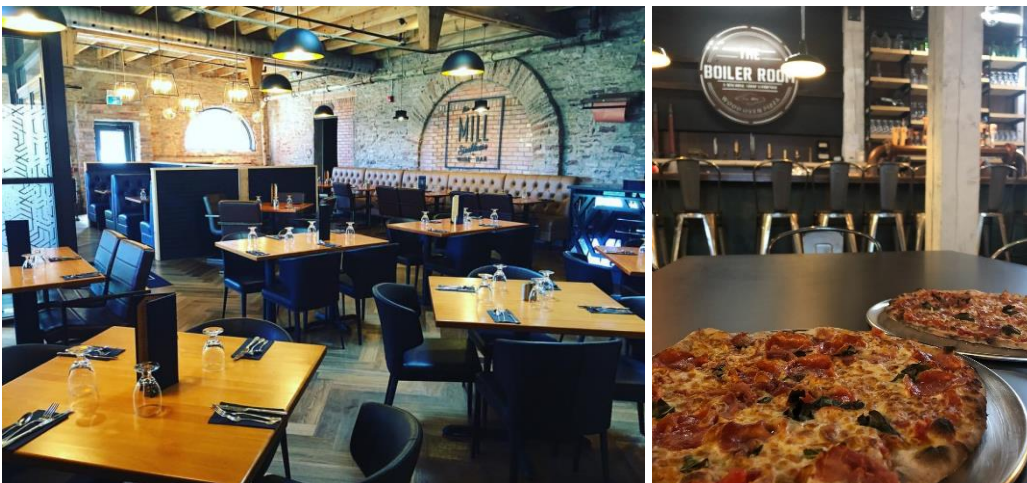
Mr. Tony Porco's SIS Group acquired the Machine Shop building in 2015. Since then, more and more amenities have been added, including multiple restaurants and a coffee and gelato shop. It was further announced in March 2019 that the SIS Group's future plans for the area surrounding the Machine Shop include a new station for the Agawa Canyon Tour Train, an exhibit centre and gallery, a micro-brewery, and an outdoor event centre. All of these features are now under construction.



Events that have taken place inside the Machine Shop's main hall since its transformation include concerts and trade shows. Source: The Machine Shop Inc.



The Machine Shop has also been the venue for a number of annual community events in recent years, such as Bon Soo and Festival of Trees. Source: The Machine Shop Inc.



Parts of the Machine Shop have been converted into restaurants that have incorporated its former industrial character. Source: The Mill Steakhouse + Wine Bar, The Boiler Room.

As said by residents who nominated The Machine Shop for this award, Mr. Tony Porco and The Machine Shop staff have successfully taken a century old, abandoned building and transformed it into a great "gathering place for the community to be together", for both local residents and visitors of Sault Ste. Marie.



The entrance to the Machine Shop site as seen today. Source: Planning staff.

FINANCIAL IMPLICATIONS

The cost of producing the award plaque is within the Planning Division's existing budget.

STRATEGIC PLAN / POLICY IMPACT

Continuation of the Community Development Award is in line with the Corporate Strategic Plan's focus area of supporting Community Development and Partnerships.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner, dated 2020 01 20, concerning the 2019 Community Development Award be received and that Council present the 2019 Community Development Award to The Machine Shop, located at 83 Huron Street.

Respectfully submitted,



Patrick Lo
Junior Planner
705.759.5373
p.lo@cityssm.on.ca



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-21-19-Z 139 White Oak Drive West

PURPOSE

The applicant, BDI Holdings LTD. (c/o Shawn Spurr), is seeking to convert the former St. Ann Catholic School into a 16-unit apartment building, and to construct a 4-unit multiple attached building (townhouse) on the subject property. Both buildings are proposed to be one-storey high. A rezoning application is required to facilitate this development.

PROPOSED CHANGE

An amendment to Zoning By-law 2005-150 to rezone a portion of the subject property from Single-Detached Residential Zone (R2) to Medium Density Residential Zone (R4.S) with special exceptions. The Environmental Management Zone (EM) will not be rezoned.

Special exceptions are as follows:

- a. Permit two parking spaces in the required front yard.
- b. Permit the development of an apartment building and a multiple attached building consisting of no more than 20 units in total and no higher than one storey.

Subject Property

- Civic Address: 139 White Oak Drive West
- Location: Approximately 60 metres east from the intersection of Carmen's Way and White Oak Drive West.
- Approximate Lot Size and Dimensions: 1.43 ha. 140 m along White Oak Drive West and a depth of 105 m.
- Present Use: Vacant (former school site).
- Owner: BDI Holdings LTD. (c/o Shawn Spurr).

BACKGROUND

Decision History

There are no previous official plan or zoning by-law applications for this property.

ANALYSIS

Application Description

Site and Surrounding Area

The subject property is located near the south east corner of Carmen's Way and White Oak Drive West.

To the north, east and west of the subject property are single-family residential uses. Immediately south is a vacant narrow strip of city-owned property, and further south are more single-family residential uses. Significant natural vegetation exists throughout the area.

Proposed Buildings

As per the site plan (attachment 1), the proposed apartment and townhouse, both of which are to be single-story rental buildings, will consist of 16 and 4 dwelling units respectively. The building footprint of the existing building is to remain unchanged at 1,642 sq. m. The townhouse is proposed to be approximately 370 sq. m. The composition of units are as follows: 15 two-bedroom units, 4 one-bedroom units, and 1 bachelor unit.

Height and Design

Façade renderings (attachment 2) illustrate proposed gabled roofs with a series of peaks to create private covered patio areas that will line much of the buildings' front and rear face. Including the roof structure, the height of the buildings will be within a range of 5.5 to 8.5 metres. Exterior building materials will consist of new stucco finishes. The overall look and feel of the buildings, particularly the existing one, will resemble that of a townhouse as opposed to that of an apartment building.

Site Design

To improve the site's functionality and allow for outdoor amenity space, vehicular access to the property is proposed to be moved 20 metres from its existing location eastward along White Oak Drive West. Surface parking will be located in the north east corner of the subject property. The existing portable will be removed.

The applicant is contemplating using the west side yard, which is currently occupied by a playground, as communal amenity space. The rear yard's paved surface will be replaced with grass. On-site vegetation, which serves as a transitional buffer and a landscape feature will be maintained.

The existing 1.5 metre high chain-link fence that wraps around most of the property will remain.

Environmental Management and Archeological Potential

The site is subject to two zones: the Single Detached Residential Zone (R2) and closer to the rear of the property, the Environmental Management Zone (EM). This application seeks to rezone only the R2 portion of the property. No development is proposed within the EM zone.

The property and surrounding area is also subject to the Sault Ste. Marie Region Conservation Authority's (CA) Development Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations (Ontario Regulation 176/06). Any development on site will require a permit by the CA.

Despite portions of the property being identified as having archaeological potential, historic aerial photographs demonstrate that extensive soil disturbance has occurred in the past. As per the Archaeological Resources policies, archaeological assessments are not required where soil has previously been disturbed.

Site Plan Control

The zoning by-law requires Site Plan Control where apartment and townhouse buildings are proposed. This will provide the municipality the authority to approve site layout and design, which is particularly important given the intensity of development and the lot's significant street exposure in a residential neighbourhood.

Policy Considerations

Conformity to Provincial and Municipal Plans and Policies

The Provincial Policy Statement 2014 (PPS) and Growth Plan for Northern Ontario 2011 (GPNO) provide policy direction on matters of provincial interest related to land use planning and establish a framework for managing growth in Northern Ontario. The City's Official Plan 1996 (OP) is a guide to manage and direct the physical change and development of the community.

Council's decision must be consistent with the policies found in the PPS and the OP and either conform or not conflict with the GPNO. The proposed amendment has been reviewed against these policies and is consistent as follows:

Provincial Policy Statement 2014:

1.1.1 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;*
- b) accommodating an appropriate range and mix of residential...;*

e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.

1.4.3 Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market by:

c) directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current or will be available to support current and projected needs;

d) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.

This proposal is consistent with the Provincial Policy Statement.

Growth Plan for Northern Ontario 2011:

3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities ... a range and mix of ... housing types...

4.3.3 Economic and service hubs shall maintain updated official plans and develop other supporting documents which include strategies for a) developing ... an appropriate range of housing types ... and providing easy access to stores, services and recreational opportunities.

This proposal is consistent with the Growth Plan for Northern Ontario.

Official Plan 1996:

The Official Plan designates this site as Residential. The following land use policies apply:

Housing

HO.1: Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

Urban Design

D.1: ... New development should be designed to integrate with the existing urban fabric.

D.2: Streetscape improvements and the upgrading of existing building facades ... shall be encouraged.

D.5: The “Urban Forest” concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development.

D.9: Pedestrian and cycling access to parks, bus stops and schools shall be encouraged.

Residential

R.1: A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.

R.3: Medium density residential dwellings may be integrated into low density areas subject to rezoning.

R.4: Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

R.5: Small scale residential intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

This proposal is consistent with the Official Plan.

Comments

The proposed development leverages an existing vacant structure and new construction to introduce a mix of compact residential units within the urban service area. Trends and demographic projections suggest a growing demand for this type of development. Existing municipal infrastructure can accommodate this project.

Exterior improvements will establish a residential like character, visually integrating the property with the neighbourhood. Natural vegetation on the subject property will remain undisturbed and additional landscaping is proposed.

Many amenities are accessible from this area. Public transit is within walking distance and connects to major commercial nodes and schools along Second Line. The John Rowswell Hub Trail is accessed along Carmen’s Way, and a potential bike route in the near future is being considered along North Street. Fort Creek Conservation Area and Lennox Park are nearby recreational areas.

As per the site plan, parking stall no. 1 and 6 encroach onto the required front yard by no more than 1 metre. No impacts are anticipated from permitting this parking arrangement. All other performance standards in the zoning by-law are adhered to.

Planning staff recommend approval of this application, subject to conditions. This proposal is another example highlighting the trend of converting former school sites to

residential uses. The proposed development represents a desirable form of intensification and repurposing that will improve the site's compatibility with the area without producing significant neighbourhood impacts. The proposal also expands housing options for aging neighbourhood residents who wish to remain in their community. Approval of this application will be consistent with relevant policies and plans.

A special exception to limit development on the property to a maximum of 20 units in total within the proposed single-storey buildings is recommended. This special exception and Site Plan Control will ensure long-term predictability on the site.

CONSULTATION

Public Comments and Neighbourhood Meeting

11 people attended the applicant hosted meeting on December 12, 2019 at 100 Estelle Street. Notice of the meeting was mailed to property owners within 120 metres of the subject property. After learning more about the project, attendees were generally satisfied and supportive of the application. Many indicated preferences for the property to be enhanced and reused rather than to fall into disrepair and becoming susceptible to vandalism.

Development's target market

Much of the discussion revolved around who might rent at this particular location with the side issue of maintaining property values. The applicant's intention is to construct at-market rental units. Regulating the user/occupant of property is not legitimate land use planning and may be considered discriminatory and in contravention of section 15 of the Canadian Charter of Rights and Freedoms, and the Ontario Human Rights Code.

Building heights

Attendees inquired on building height and preservation of the lookout facing St. Mary's River. The buildings will be one-storey and approximately 5.5 to 8.5 metres high, inclusive of the roof structure. The gymnasium will be the tallest point. The buildings will not impede the view any more than the tree canopy. The view is not anticipated to be significantly altered from the proposed development.

Increased traffic

Local experience suggests minimal traffic impacts compared to when the school was active. Significant traffic impacts are not anticipated with this proposal.

Parking overspill onto street

The zoning by-law requires 24 parking spaces – 27 are proposed, with an additional 3 spaces alternating between snow storage and parking space. Significant parking overspill

is not anticipated for this project. Previous experience with school conversions support this assertion.

Preservation of on-site vegetation

This proposal will not alter the existing vegetation or the ravine to the rear of the property. Restoring the rear yard's groundcover, as demonstrated on the site plan, will enhance the area's plant and tree species.

Light trespass

Appropriate lighting to prevent unreasonable glare onto surrounding properties will be a consideration during the Site Plan Control stage.

Garbage truck noise

The potential for early morning garbage collection noise was mentioned by one attendee. The refuse storage area is located approximately 30 metres deep from the street and set back 15 metres from the east lot line, which straddles a berm. No significant noise impact is anticipated from the proposal.

Other issues raised

Bear sightings in the neighbourhood and poor sidewalk snow removal have no connection to this application; however, these issues have been forwarded to the ward councillors.

No other correspondence was received from the public at the time of writing this report.

Circulated Agencies

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

- No comments or objections: the Accessibility Advisory Committee, Community Development and Enterprise Services, Fire Services, Legal Department, the Municipal Heritage Committee, PUC Services, Sault Ste. Marie Economic Development Corporation, Ministry of Municipal Affairs and Housing, Ontario Power Generation Inc.
- See attached comments from the Sault Ste. Marie Region Conservation Authority (CA), Engineering Services, and the Building Division.

As mentioned elsewhere in this report, the CA notes that the property is subject to the Development Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations (Ontario Regulation 176/06). Any development on site will require a permit by the CA. Due to new practices that have been adopted by conservation authorities province-wide, it is requested that this agency be notified of any decision or appeals regarding this application.

Engineering Division recommends that the property be subject to Site Plan Control to ensure servicing and drainage is addressed, and notes that:

- The adequacy of the existing sanitary serving lateral for this proposal should be verified;
- stormwater Management quantity and quality controls may be required;
- a lot grading and drainage plan must be completed.

The Building Division would like to remind the applicant that the change of use and renovations may require alterations to meet the requirements for firefighting provisions.

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 convert the former St. Ann Catholic School into a 16-unit apartment building, and to construct a 4-unit townhouse on the subject property. Both buildings are proposed to be one-storey high and to consist of at-market rental units. A rezoning application is required to facilitate this development.

The proposed development leverages an existing vacant structure and new construction to introduce a mix of compact residential units. Exterior design will visually integrate the property with the neighbourhood and make the apartment resemble that of as opposed to an apartment building. Many amenities are accessible from this area.

A variance to permit two parking spaces in the required front yard is appropriate. Site Plan Control is recommended to enable staff to examine and approve the finer details of development.

The proposal represents an appropriate improvement on the site and is consistent with provincial and municipal policies and plans. Planning staff recommend approval of this application, subject to conditions.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2020 01 20 concerning rezoning application A-21-19-Z be received and that City Council approve the application as follows:

1. Amend Zoning By-Law 2005-150 by rezoning the Single-Detached Residential Zone (R2) portion of the property to Medium Density Residential Zone (R4.S) with the following special exceptions:
 - i. Permit two parking spaces in the required front yard.
 - ii. Permit the development of an apartment building and a multiple attached building consisting of no more than 20 units in total and no higher than one storey.
2. Designate the subject property as an area of site plan control pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca

ATTACHMENTS

Attachment 1: Applicant Submitted Site Plan

Attachment 2: Applicant Submitted Façade Renderings

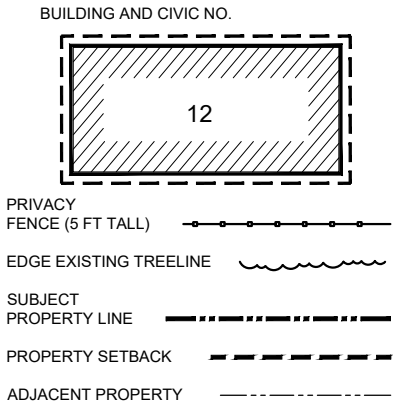
Attachment 3: Comments from Circulated Agencies and City Departments

Attachment 4: Aerial Photo Map

Attachment 5: Subject Property Map

Attachment 6: Zoning Map

LEGEND

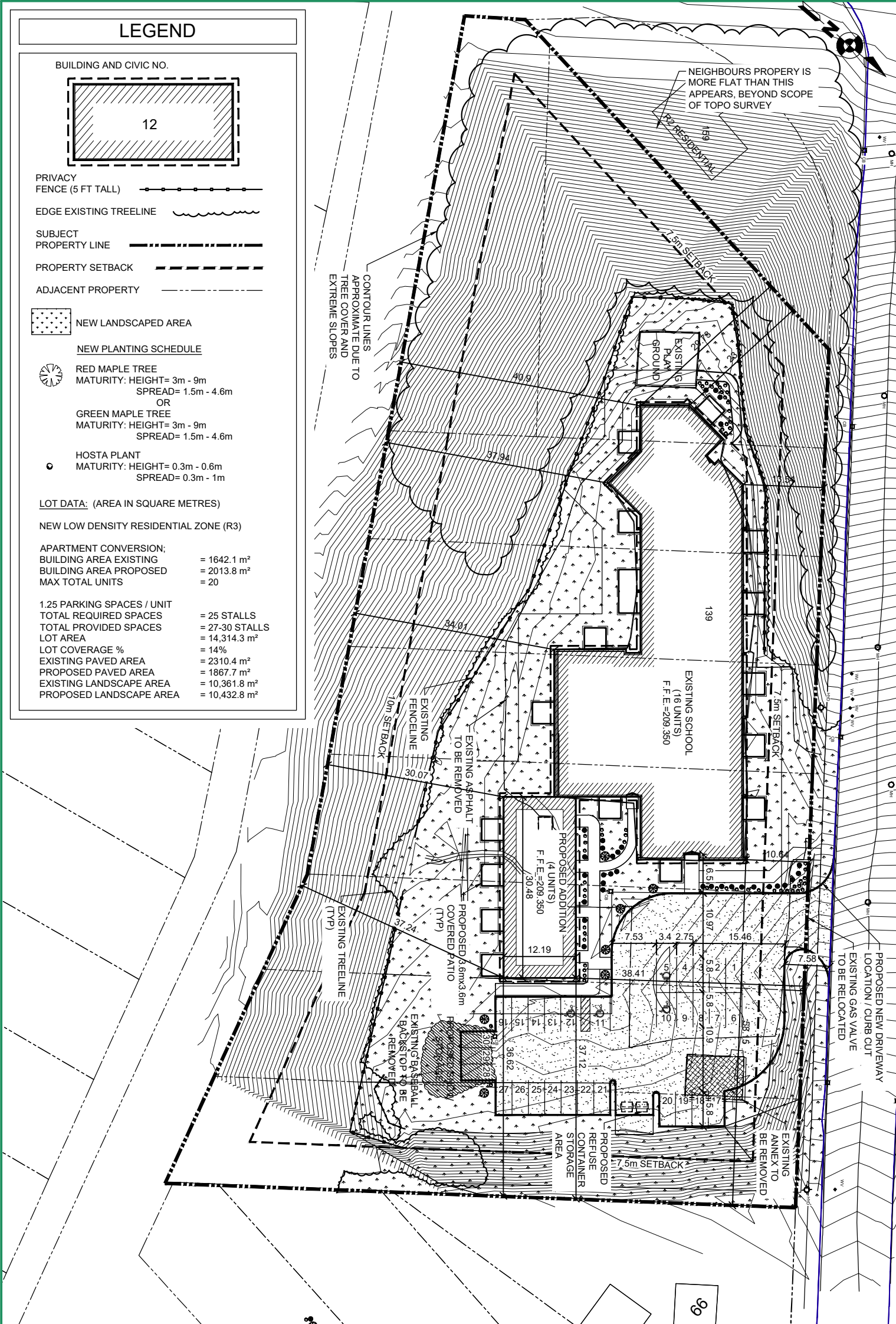


- NEW LANDSCAPED AREA
- 
- NEW PLANTING SCHEDULE
- RED MAPLE TREE
MATURITY: HEIGHT= 3m - 9m
SPREAD= 1.5m - 4.6m
OR
GREEN MAPLE TREE
MATURITY: HEIGHT= 3m - 9m
SPREAD= 1.5m - 4.6m
- HOSTA PLANT
MATURITY: HEIGHT= 0.3m - 0.6m
SPREAD= 0.3m - 1m

LOT DATA: (AREA IN SQUARE METRES)

NEW LOW DENSITY RESIDENTIAL ZONE (R3)

APARTMENT CONVERSION:	
BUILDING AREA EXISTING	= 1642.1 m ²
BUILDING AREA PROPOSED	= 2013.8 m ²
MAX TOTAL UNITS	= 20
1.25 PARKING SPACES / UNIT	
TOTAL REQUIRED SPACES	= 25 STALLS
TOTAL PROVIDED SPACES	= 27-30 STALLS
LOT AREA	= 14,314.3 m ²
LOT COVERAGE %	= 14%
EXISTING PAVED AREA	= 2310.4 m ²
PROPOSED PAVED AREA	= 1867.7 m ²
EXISTING LANDSCAPE AREA	= 10,361.8 m ²
PROPOSED LANDSCAPE AREA	= 10,432.8 m ²



PROJECT:

SCHOOL CONVERSION
ST ANN SCHOOL

DRAWING:

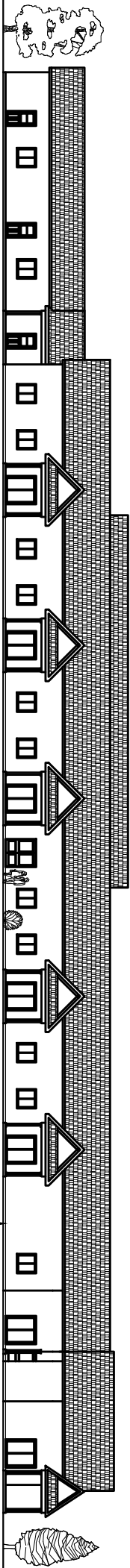
PROPOSED SITE PLAN

ADDRESS:	139 WHITE OAK DR., SAULT STE. MARIE, ONTARIO		
DRN BY:	M NEBESNIUK	SCALE:	1:
CKD BY:	P.G. DECLERCK	DATE:	OCTOBER 29, 2019
NO.	ISSUANCE	DATE	INITIALS
1	ISSUED FOR REVIEW	OCT. 29/2019	MN
2	ISSUED FOR RE-ZONING	DEC. 16/2019	MN



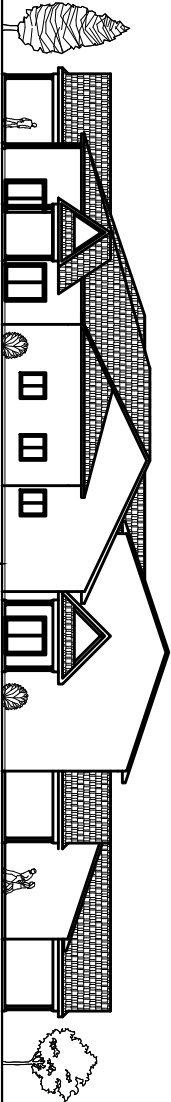
NORQUAY
ENGINEERING

500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781



FRONT ELEVATION

SCALE: 1/32" = 1'-0"



LEFT ELEVATION

SCALE: 1/32" = 1'-0"



NORQUAY
ENGINEERING

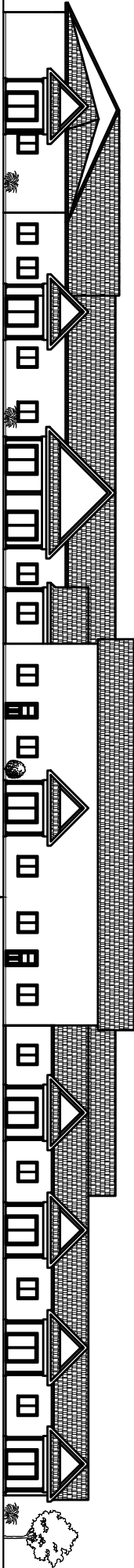
500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781

PROJECT:		ST ANNS SCHOOL APARTMENT CONVERSION			
DRAWING:		ELEVATIONS			
ADDRESS		139 WHITE OAK DRIVE WEST, SAULT STE MARIE, ON			
DRN BY:	J.M. FRENCH	SCALE:	1/32" = 1'-0"	JOB No:	NQ-19093
CKD BY:	P.G. DECLERCK	DATE:	OCTOBER 28, 2019		
No.	ISSUANCE		DATE	INITIALS	

DRW No.

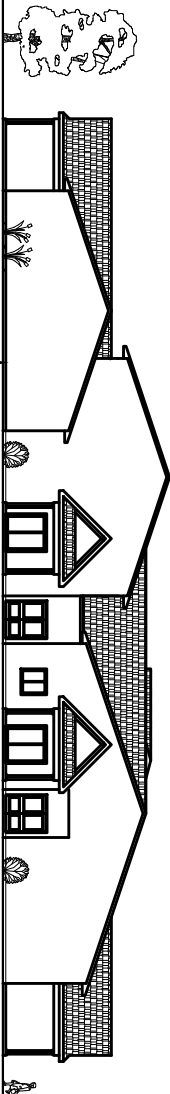
A-1

1 OF 2



REAR ELEVATION

SCALE: 1/32" = 1'-0"



RIGHT ELEVATION

SCALE: 1/32" = 1'-0"

PROJECT:

ST ANNS SCHOOL
APARTMENT CONVERSION

DRAWING:

ELEVATIONS

ADDRESS		139 WHITE OAK DRIVE WEST, SAULT STE MARIE, ON			
DRN BY:	J.M. FRENCH	SCALE:	1/16" = 1'-0"	JOB No:	NQ-19093
CKD BY:	P.G. DECLERCK	DATE:	OCTOBER 28, 2019		
No.	ISSUANCE			DATE	INITIALS



500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781

Jonathan Kircal

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Tuesday, January 7, 2020 3:21 PM
To: Peter Tonazzo; Jonathan Kircal
Subject: REV - SSMRCA Response - A-21-19-Z - 139 White Oak Drive West

This email originated outside of the Corporation of the City of Sault Ste. Marie.
Do not open attachments or click links unless you verify the sender and know the content is safe.

December 18, 2019

Donald B. McConnell, MCIP, RPP
Director of Planning & Enterprise Services
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-21-19-Z
BDI Holdings Ltd. (c/o Shawn Spurr)
139 White Oak Drive West
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



2020 01 07

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-21-19-Z
139 White Oak Drive
BDI Holdings LTD.

The Engineering Division has reviewed the above noted application and provides the following:

- White Oak Drive was reconstructed in 2013. Two new sanitary laterals were installed at that time.
- The Developer's Consultant should verify the adequacy of the sanitary servicing lateral to ensure capacity for this development.
- Stormwater Management quantity and quality controls may be required.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design.
- It is recommended that the property be subject to Site Plan Control to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'Maggie McAuley'.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

From: Francois Couture

Sent: Tuesday, January 7, 2020 3:36 PM

To: Stephanie Perri <s.perri@cityssm.on.ca>

Subject: RE: Request for Comment - Rezoning Application A-21-19-Z 139 White Oak Drive

Hello Stephanie,

Our office has no objections to the proposed rezoning application. The applicant should be aware that the change of use and renovations may require alterations to meet the requirements for firefighting provisions.

Sincerely,

Francois.

Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2019\A-21-19-Z 139 White Oak Drive - BDI Holdings LTD\GIS and Maps\A-21-19-Z_Aerial\Map_Dec2019_8x11_V1.mxd

Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 139 White Oak Drive West
 Roll No.: 040001060000000
 Map No.: 58
 Application No.: A-21-19-Z
 Date Created: December 16, 2019

Legal Department Reference

Legend

- Subject Property - 139 White Oak Drive West
 Parcel Fabric

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**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

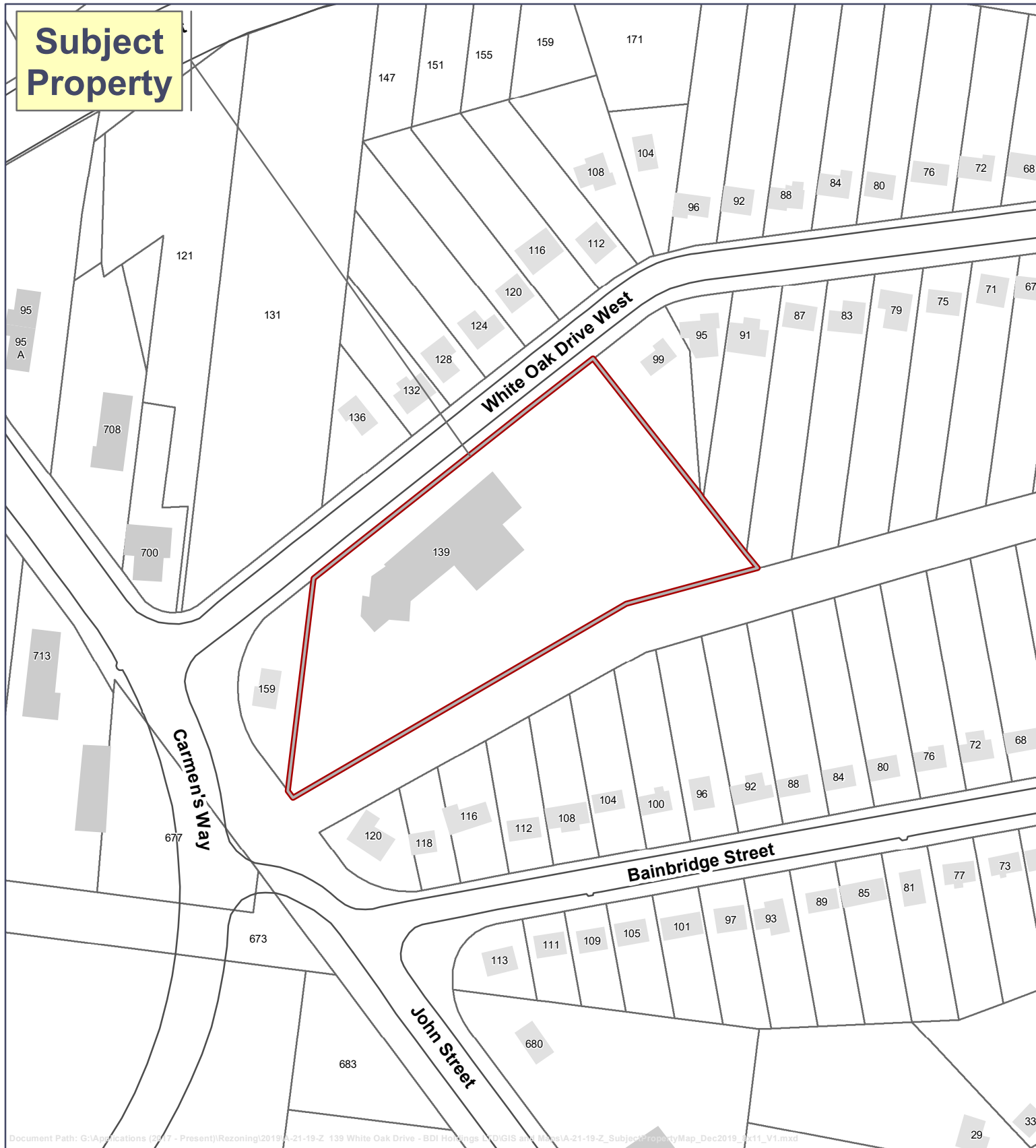
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NAD 1983 UTM Zone 16N
 GCS North American 1983

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**Subject
Property**



Document Path: G:\Applications (2017 - Present)\Rezoning\2019 A-21-19-Z_139 White Oak Drive - BDI Holdings Ltd\GIS and Maps\A-21-19-Z_Subject Property Map_Dec2019_3x11_V1.mxd

Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 139 White Oak Drive West
 Roll No.: 040001060000000
 Map No.: 58
 Application No.: A-21-19-Z
 Date Created: December 16, 2019

Legal Department Reference

Legend

-  Subject Property - 139 White Oak Drive West
 Parcel Fabric

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**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 10 20 40 Meters
 1:2,000



Subject Property

The map displays the intersection of White Oak Drive West, Carmen's Way, Bainbridge Street, and John Street. The subject property, outlined in red, is located on White Oak Drive West, south of the intersection with Carmen's Way. The property is zoned R2hp and contains a large green area and a grey building footprint. Surrounding properties are zoned R2, EM, C4, M2, PR, and I. Lot numbers are provided for many parcels. A yellow box in the top left corner identifies the subject property.



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

COUNCIL REPORT

January 20, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Patrick Lo, Junior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-22-19-Z 227, 231, 235, 239, 243 East Balfour Street

PURPOSE

The applicant, 2729365 Ontario Inc. (c/o Richard Hurley), is applying to rezone the subject property to permit a 9-unit multiple attached (townhouse) development consisting of three 3-unit buildings. The applicant's intent is to first consolidate the existing five lots into one lot and then sever it such that each building will be situated on its own lot fronting East Balfour Street.

PROPOSED CHANGE

The applicant is seeking to rezone the existing five lots from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), with a Special Exception to:

- 1) Reduce the required interior side yard for the future middle lot from 3m to 1.2m.
- 2) Reduce the required interior side yard for the future easterly lot from 3m to 1.2m.

Subject Property

- Location: On the south east corner of the intersection of East Balfour Street and Goulais Avenue.
- Size: A contiguous series of five rectangular lots that combined have approximately 78.2m (256.5') of frontage along East Balfour Street and approximately 48.1m (157.9') of depth, totalling approximately 0.38 hectares (0.93 acres) in area.
- Present use: Vacant land.
- Owner: 2729365 Ontario Inc.

BACKGROUND

In 1981, City Council approved a rezoning application to permit the creation of nine lots at the southeast corner of Goulais Avenue and East Balfour Street for single detached dwellings. However, development of the subject property never materialized.

In 2016, the Committee of Adjustment approved an application for consent to sever and convey a westerly portion of 277 East Balfour Street, located immediately west of the Central Creek flood control channel, into eight autonomous lots for future residential development purposes. The conditions for this consent included submission of a lot grading and drainage plan, as well as identification of locates for sanitary services. This consent was finalized in July 2017, and the five westernmost lots created by this severance form the current application's subject property. Another two of the newly created lots, abutting the subject property's easterly edge, have since had single detached dwellings built upon them within the past six months.

ANALYSIS

Site Context

The subject property is located in an area with an established mix of housing types. While single detached dwellings surround the subject property on all sides, semi-detached dwellings are located within 250m to both the west and east along East Balfour Street (west of Goulais Avenue and east of Central Creek) as well as 60m to the south on Goulais Avenue. Also on Goulais Avenue within 200m from the subject property are townhouse and low-rise apartment complexes. Additionally, the nearby former St. Veronica School property at 309 East Balfour Street was rezoned in 2008 to permit a multiple attached dwelling development containing up to 20 dwelling units.

This west end area is well-served by recreational and community facilities. Munroe Park, which contains a neighbourhood playground, is located northwest of the subject property just across Goulais Avenue. The Northern Community Centre, Manzo Park and Manzo Pool, as well as Korah Collegiate & Vocational School are all within a 10-to-15-minute walk (2-minute drive) from the subject property.

As per Zoning By-law 2005-150, an additional 3-metre building setback is required on the subject property on its westerly edge abutting Goulais Avenue to facilitate future road widening. This 3-metre additional setback has been similarly enforced for other nearby developments on both sides of Goulais Avenue, including the semi-detached dwellings to the south, the townhouse complex to the north and the Northern Youth Services building at the corner of Goulais Avenue and Second Line West. The currently proposed development has incorporated this 3-metre additional setback.

Rationale for Zoning Change

A change in zoning from Single Detached Residential Zone to Low Density Residential Zone is needed to permit use of the subject property for multiple attached (townhouse) dwellings. Planning staff are supportive of this land use change, because the proposed townhouse development would complement the existing varied mix of housing types in the surrounding area, and also because this neighbourhood is well-served with public infrastructure and facilities.

As mentioned previously, the applicant's intent is to first consolidate the existing five lots into one lot and then sever it such that each of the three 3-unit townhouse buildings will be situated on its own lot fronting East Balfour Street. The Special Exception to reduce the required interior side yards of the intended future lots is needed to keep the entire development more compact while still maintaining some separation between buildings (2.4m, specifically). No other variances are anticipated at this time.

Consultation

Department and agency circulation

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

- No comments or objections: Legal, Community Development and Enterprise Services, PUC Services, Economic Development Corporation, Fire Services, Sault Ste. Marie Region Conservation Authority, Municipal Heritage Committee.
- See attached comments from: Engineering, Public Works, Building, Accessibility Advisory Committee.

Engineering noted that:

- A servicing plan is required to show the sanitary laterals that will be used for the development – whether existing laterals or new laterals.
- A grading plan is required and it should conform to the overall grading plan of the area.
- A drainage agreement that is registered on title will be required for the properties.
- A 3-metre road widening allowance is required on Goulais Avenue. (As mentioned previously, this has already been incorporated into the proposal.)
- Stormwater management may be required.

All of the above noted Engineering concerns can be addressed through the Site Plan process.

Public Works indicated support of the proposed development, but noted that there is a drainage ditch along the east property line of 243 East Balfour Street – the easterly edge of the subject property – that must be considered. This matter will be considered during the Site Plan process.

Building Division noted that the development as proposed encroaches on existing property lines; thus, consolidation of the existing lots is presumed. In addition, if any construction takes place within 6 metres horizontally from any above grade power lines, a swing calculation will be required to determine compliance with required clearances from these power lines. These issues can be addressed after approval of this rezoning application.

The Accessibility Advisory Committee had no concerns about this application but did recommend the applicant consider making all entrances and exits at grade (eliminating need for steps) in order to provide age-friendly residences.

To address these department and agency comments, Planning staff recommend deeming the subject property as subject to Site Plan Control. Applying Site Plan Control for new multiple attached dwelling developments in Residential zones is standard practice under Zoning By-law 2005-150.

Neighbourhood and public input

A neighbourhood meeting was hosted by the applicant on Tuesday, January 7, 2020 at the Northern Community Centre. The applicant invited by mail all property owners within 120 metres of the subject property to attend this meeting. Two neighbours in total attended this meeting, both of whom were generally supportive of the proposed development and appreciative of the development's appearance. One neighbour inquired about the intended tenancy of the development, to which the applicant indicated that these homes are intended to be market rentals. The other neighbour stressed the need to ensure proper drainage on the subject property; the issue of drainage has already been raised by City Engineering staff and the applicant is aware that drainage will need to be addressed during the Site Plan process.

Official public notice for this application was given through an advertisement on Saturday, December 28, 2019 and January 4, 2020 in the local daily newspaper (Sault Star) as well as through a mail out to all property owners within 120 metres of the subject property. To date, no written submissions have been received. Planning staff received one phone inquiry from a neighbour who later attended the applicant's neighbourhood meeting to better understand the proposed development.

Conformity with City and Provincial Policies

Conformity with the Official Plan (OP)

An Official Plan Amendment is not needed to facilitate the proposed development, as the subject property is presently designated Residential in the Official Plan. This application conforms with the Official Plan, and aligns in particular with the following:

- [Housing] *HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.*
- [Residential Land Use] *R.1 A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.*
- [Residential Land Use] *R.4 Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.*

The only natural constraint present on the subject property is lacustrine clay. However, lacustrine clay is only a problem if septic systems will be installed. The proposed development will be serviced by municipal sanitary services; thus, lacustrine clay is not an issue.

The subject property is located in an area that has been identified to have archaeological potential. However, based on air photography taken in 1980, the subject property had previously been cleared, and appears to have been used for agriculture. This means the subject property had likely been subject to intensive and extensive soil disturbance; therefore, as per Official Plan policy, an archaeological assessment is not required.

Conformity with the Provincial Policy Statement (PPS)

This application conforms with the Provincial Policy Statement, and aligns in particular with the following:

- *1.1.3.4 Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.*
- *1.4.3 d) Promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed.*

Conformity with the Growth Plan for Northern Ontario (GPNO)

This application conforms with the Growth Plan for Northern Ontario, and aligns in particular with the following:

- *3.4.3 Municipalities are encouraged to support and promote healthy living by providing for communities with a diverse mix of land uses, a range and mix of employment and housing types, high-quality public open spaces, and easy access to local stores and services.*

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Approval of this application is not directly linked to any strategic directions contained within the Corporate Strategic Plan.

SUMMARY

The purpose of this application is to rezone the subject property to permit a 9-unit multiple attached (townhouse) development consisting of three 3-unit buildings. Planning staff are supportive of the proposed land use change, because this townhouse development would complement the existing varied mix of housing types in the

surrounding area, and also because this neighbourhood is well-served with public infrastructure and facilities.

The applicant's intent is to first consolidate the existing five lots comprising the subject property into one lot, and then sever it again into three lots, such that each townhouse building will be situated on its own lot fronting East Balfour Street. Planning staff have reviewed this application on the basis that lot consolidation and severance will occur as indicated by the applicant. With this in mind, the only variances required are reductions in the required interior side yards of the future middle lot and future easterly lot. Planning staff are supportive of these variances.

As is standard for new multiple attached dwelling developments, Planning staff are recommending that the subject property be deemed as subject to Site Plan Control. Applying Site Plan Control for this development would allow for the addressing of issues raised by City Engineering, Public Works and Building staff, as well as by neighbouring property owners.

This application conforms with the Sault Ste. Marie Official Plan, the Provincial Policy Statement, and the Growth Plan for Northern Ontario.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated 2020 01 20 concerning Rezoning Application A-22-19-Z be received, and that Council approve the application by rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), with a Special Exception to:

- 1) Reduce the required interior side yard for the future middle lot from 3m to 1.2m.
- 2) Reduce the required interior side yard for the future easterly lot from 3m to 1.2m.

Be it further resolved that Council deem the subject property as subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Patrick Lo

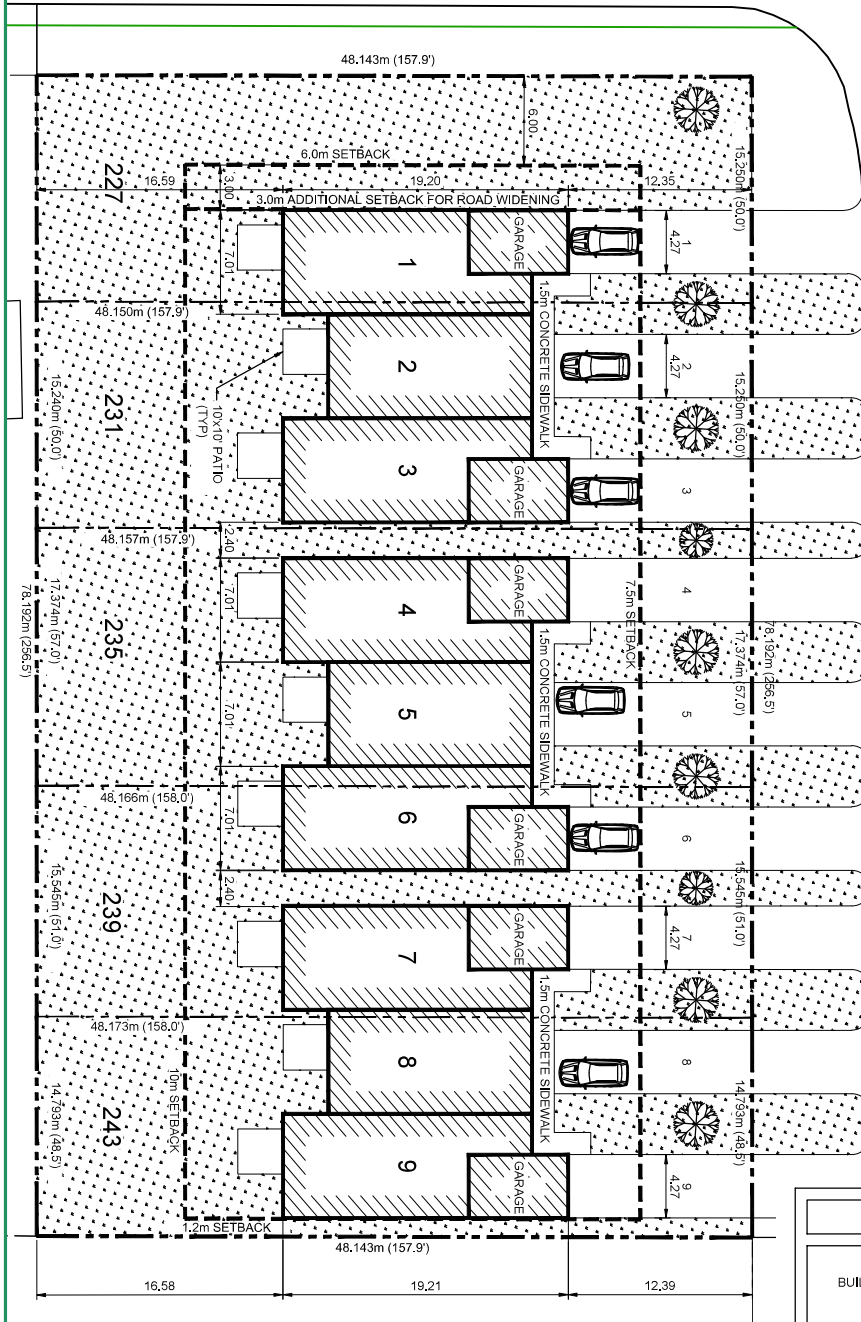
Junior Planner

p.lo@cityyasm.on.ca

705.759.5373



GOULAIS AVENUE



LOT AREAS	
OVERALL LOT AREA	3764.4 m ²
BUILDING AREAS	1054.8 m ²
LANDSCAPED AREA	2059.8 m ²

EAST BALFOUR STREET

SINGLE FAMILY RESIDENCE
(ZONING R2)

LEGEND

BUILDING AND CIMC No.

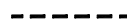


SUBJECT

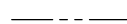
PROPERTY LINE



PROPERTY SETBACK



ADJACENT PROPERTY



LANDSCAPE AREA



PROJECT:
**PROPOSED TOWNHOUSE DEVELOPMENT
RICHARD HURLEY**

DRAWING:
SITE PLAN OPTION 4

ADDRESS: 231-239 SECOND LINE WEST, SAULT STE. MARIE, ONTARIO

DRN BY: M. NEBESNIUK SCALE: 1:400 JOB No.: NQ-19106

CKD BY: P.G. DECLERCK DATE: SEPT. 24, 2019

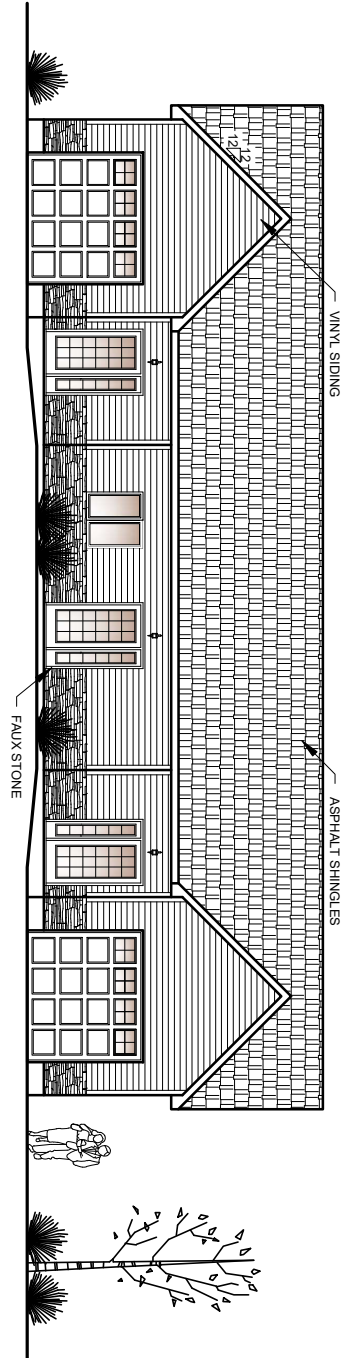
NO.	ISSUANCE	DATE	INITIALS

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 **NORQUAY
ENGINEERING**

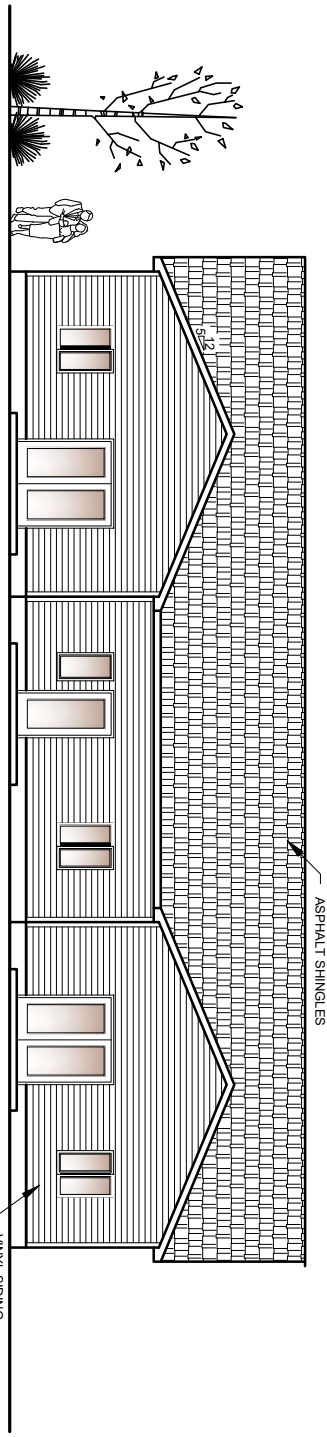
500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
FIRM BCIN: 102327 DESIGNER BCIN: 40781

SP.1
1 OF 1



FRONT ELEVATION (WEST BALFOUR STREET)

SCALE: 3/32" = 1'-0"



REAR ELEVATION

SCALE: 3/32" = 1'-0"

DRW No. A-1 1 OF 2	PROJECT: NEW TOWNHOUSE DEVELOPMENT			
	RICHARD HURLEY			
	DRAWING: ELEVATIONS			
	ADDRESS: EAST BALFOUR STREET, SAULT STE. MARIE, ON			
	DRN BY:	J.M. FRENCH	SCALE: 3/32" = 1'-0"	JOB No: NQ-19106
	CKD BY:	P.G. DECLERCK	DATE: NOVEMBER 25, 2019	
	No.	ISSUANCE	DATE	INITIALS
	1	FOR RE-ZONING	2019-11-25	PGD
	2	REVISED FOR RE-ZONING	2019-12-12	PGD



500 WELLINGTON STREET WEST, SAULT STE. MARIE, ONTARIO
 PHONE - (705) 759-1555 EMAIL - INFO@NORQUAYENG.CA
 FIRM BCIN: 102327 DESIGNER BCIN: 40781



2020 01 07

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-22-19-Z
227, 231, 235, 239, 243 East Balfour Street
2729365 Ontario Inc.

The Engineering Division has reviewed the above noted application and provides the following:

- There are existing sanitary laterals shared between civic numbers 227 & 231, 235 & 239 and 243 & 2447. A servicing plan is required to show which laterals will be used or if any new laterals are required.
- A grading plan is required and should conform to the overall grading plan of the area. A drainage Agreement, registered on title, will be required for the properties.
- A 3m road widening is required on Goulais Avenue;
- Stormwater management may be required.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'Maggie McAuley'.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM

cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



**Public Works &
Engineering Services**

January 3, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: Application No. A-22-19-Z
Request for an amendment to the Zoning By-law

Applicant: 2729365 Ontario Inc.
Subject Property: 227, 231, 235, 239, 243 East Balfour Street

Please accept this correspondence in response to your request dated December 17, 2019.

Public Works supports this development, but would like to note that there is a drainage ditch along the east property line of 243 that must be considered.

If you have any further questions, please contact me at 759-5207.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Susan Beach".

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: Maggie McAuley, P. Eng.
 Freddie Pozzebon, CBO

APPLICATION NO. A-22-19-Z

BUILDING DIVISION COMMENTS

Address: 227, 231, 235, 239, 243 East Balfour St.

Subject: 3 Townhouses Containing 3 Attached Dwelling Units Each

Date: 2020-01-07

To: Planning Department: Don McConnell

From: Building Division: Frank Bumbaco

Building Division Comment:

Data

- Existing Zone = R2 – Single Detached Residential Zone
- Site is not regulated by Development Control.
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the proposed Multiple Attached Townhouse Units

R3 Building Requirements

- Frontage – Minimum required 20 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

Parking

- Multiple Attached Dwelling - 1 space per dwelling unit required, 6% of total required parking spaces shall be barrier free.

Comment

- The proposed site plan shows the buildings encroaching on the property lines, I presume that the consent will be undone.
- The Building Division has no objections with the proposed rezoning, however would like to comment that a swing calculation will be required to determine compliance with the clearances required under 9.1.1.5. & 3.1.19. of the Ontario Building Code for proximity to existing above ground electrical conductors if any proposed construction takes place within 6 meters horizontally from above grade power lines.



Don McConnell

Director of Planning & Enterprise Services

**SUBJECT: Request for an amendment to the Zoning By-law
A-22-19-Z 227, 231, 235, 239, 243 East Balfour Street**

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

Exterior

1. Parking:
2. Walkways & Sidewalks:
3. Curb Cuts:
4. Ramping: Consider making all entrances/exits 'at grade' in order to provide age friendly residences
5. Transit Access:
6. Lighting:
7. Signage:
8. Other: AAC has no other concerns with this application

Sincerely,

Diane Morrell
Chair, Site Plan Sub Committee
Accessibility Advisory Committee

Subject Properties



Document Path: G:\Applications (2017 - Present)\Rezoning\2019\A-22-19-Z_227, 231, 235, 239, 243 East Balfour -Richard Hurley\GIS and Maps\A-22-19-Z_AerialMap_Dec2019_8x11_V1.mxd

Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 227, 231, 235, 239 & 243 East Balfour Street
 Roll No.: Multiple
 Map No.: 54 & 1-70
 Application No.: A-22-19-Z
 Date Created: December 17, 2019

Legal Department Reference

Legend

- Subject Properties
 Parcel Fabric

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**SAULT
STE.MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saaltstemarkie.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



Subject Properties



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Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 227, 231, 235, 239 & 243 East Balfour Street
 Roll No.: Multiple
 Map No.: 54 & 1-70
 Application No.: A-22-19-Z
 Date Created: December 17, 2019

Legal Department Reference

Legend

- Subject Properties
 Parcel Fabric

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**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



Subject Properties



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Application Map Series

- ☐ Subject Property
 ☐ Official Plan Land Use
 ☒ Existing Zoning
 ☐ Aerial Image
 ☐ Official Plan Amendment

Property Information

Civic Address: 227, 231, 235, 239 & 243 East Balfour Street
 Roll No.: Multiple
 Map No.: 54 & 1-70
 Application No.: A-22-19-Z
 Date Created: December 17, 2019

Legend

- | | |
|---|---------------------------------------|
| C1 - Traditional Commercial Zone | R3 - Low Density Residential Zone |
| C2 - Central Commercial Zone | R4 - Medium Density Residential Zone |
| CT2 - Commercial Transitional Zone | R5 - High Density Residential Zone |
| C3 - Riverfront Zone; C3hp | R6 - Mobile Home Residential Zone |
| C4 - General Commercial Zone; C4hp | I - Institutional Zone |
| C5 - Shopping Centre Zone | EM - Environmental Management Zone |
| HZ - Highway Zone | PR - Parks and Recreation Zone |
| M1 - Light Industrial Zone | RA - Rural Area Zone |
| M2 - Medium Industrial Zone; M2hp | RP - Rural Precambrian Uplands Zone |
| M3 - Heavy Industrial Zone | REX - Rural Aggregate Extraction Zone |
| R1 - Estate Residential Zone | AIR - Airport Zone |
| R2 - Single Detached Residential Zone; R2hp | Named Use - Commercial Dock |
| Subject Properties | 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



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-18

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Hydro One Sault Ste. Marie Holding Corp. for the Huron Street Pump Station.

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 January 20, 2020 between the City and Hydro One Sault Ste. Marie Holding Corp. a copy of which is attached as Schedule "A" hereto. This Agreement is for the Huron Street Pump Station.

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 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"

CONSTRUCTION AGREEMENT

THIS AGREEMENT made in duplicate this 20th day of January, 2020.

B E T W E E N:

HYDRO ONE SAULT STE. MARIE HOLDING CORP.

hereinafter called "HOSSMHC"
of the First Part

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called "the City"
of the Second Part

WHEREAS the Corporation of the City of Sault Ste. Marie is the owner of the lands legally described as **PT HUDSON'S BAY COMPANY'S LANDS S/S PORTAGE ST PL TOWN PLOT OF SAULT STE. MARIE PT 10-12 1R5809, PT 2, 3 1R5709, PT 6-10 1R9799; S/T T257669E, T257670E, T404968; SAULT STE. MARIE being PIN 31577-0019(LT)** (hereinafter called the "Lands").

AND WHEREAS Great Lakes Power Limited is the owner of a transmission line easement in, over, along, across and upon a portion of the Lands more particularly described as **Part of Hudson's Bay Company Lands in front of Original Town Lots 25 to 30 inclusive south of Portage Street, designated as Part 11 on Plan 1R-5809** (hereinafter called the "Strip"), which easement was registered on July 31, 1985 as **Instrument Number T257670E** (hereinafter called the "Easement").

AND WHEREAS Great Lakes Power Limited assigned the Easement to Great Lakes Power Transmission Holding Corp., notice of such assignment was registered on March 13, 2008 as Instrument Number AL31987.

AND WHEREAS the name Great Lakes Power Transmission Holding Corp. was changed to Hydro One Sault Ste. Marie Holding Corp., and notice of such name change was registered on March 16, 2017 as Instrument Number AL171063.

AND WHEREAS the Easement is employed by HOSSMHC to accommodate HOSSMHC's existing transmission line.

AND WHEREAS the City has or is about to construct **one (1) 300mm diameter sanitary sewer at a depth of 2.6m below grade, one (1) 150mm diameter sanitary forcemain at a depth of 2.3m below grade, four (4) rigid concrete encased PVC ducts for power supply and one (1) rigid PVC duct direct buried for communications** (hereafter called "the Project"), and the City wishes to enter upon the Strip for its said purpose of construction and installation of certain portions of the Project within the Strip in such manner as described and illustrated on the drawings titled **Huron Street Pump Station Upgrades – Site Plan and Servicing Details, Rev. 5 (dated January 3rd, 2020)** prepared by **Aecom Canada Ltd.** and attached hereto as Schedule "A", and HOSSMHC is agreeable thereto.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Five Dollars (\$5.00) and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree as follows:

CONSTRUCTION TERMS AND CONDITIONS

1. For the purposes of this agreement, the following definitions shall apply:

- (a) "Commencement of Construction" means the point in time at which the City or its independent contractors or appointees places any equipment or materials on the Strip or excavates any earth, save and except for equipment and work required and approved of in writing by HOSSMHC beforehand as necessary to carry out preliminary surveying, engineering and soil testing.
- (b) "Date of Final Approval" means the date at which HOSSMHC provides written notification to the City that it has, to HOSSMHC's satisfaction, conducted the construction to complete the Project.

- (c) “Encroachment” means the encroachment of the Project generally and the Works specifically upon the Strip by the City.
 - (d) “Plan” means collectively the drawings prepared for the City showing the Project as constructed relative to the limits of the Strip, and HOSSMHC's works and equipment on the Strip and attached hereto as Schedule “A”.
 - (e) “Project” as noted above includes the supply, construction and installation of all facilities required to provide for the Works, described and shown on Plan.
 - (f) "Strip" means HOSSMHC's above noted electrical transmission line easement, whether or not specifically identified and labelled as such on the Plan.
 - (g) “Works” means all plant, equipment, and facility of the City intended to be placed in, on, over, through or across the Strip for the City's purposes of its Project only and intended to be constructed so as to encroach within the Strip as described and shown on the Plan.
2. The Project will entail the supply, construction and installation, at the sole expense of the City, of the following:
- (a) Supply and installation of all services on and in the Strip associated with the Works. **Notwithstanding the text and illustration on the Plan, the Works shall be designed and constructed to withstand the following loads:**
 - (i) **Moving heavy equipment – CL-625-ONT Truck loading according to CAN/CSA-S6-00; and**
 - (ii) **Moving mobile cranes set up for work with counterweights in place – 267 KN per tandem axle, dual wheel, 1.53m axle spacing, 360mm tires;**
 - (b) Any underground pipe, duct, cable, culvert, or bridge installation must be capable of withstanding the weight of heavy construction equipment; and
 - (c) Other miscellaneous work as may be included as part of the Project from time to time (hereinafter together with section 2(a) above shall collectively be called the "Construction"), save and except any aerial service lines or pole mounted facilities, such as electrical power, telephone, cable television, street lighting or other similar pole mounted facilities for which the City shall make separate submission to HOSSMHC for approval.
3. HOSSMHC grants to the City approval to install the Works strictly in compliance with the covenants; terms and conditions herein below set out.
4. The Parties covenant and agree that this construction portion of this Agreement is effective for a one (1) year period commencing January 21st, 2020 to January 20th, 2021, (the “Term”).
5. The City shall at all times at its sole expense to the satisfaction of HOSSMHC during the term of this Agreement and any permitted extension(s) or renewal(s) thereof:
- (a) Be responsible for and shall and does hereby covenant and agree to indemnify and save harmless HOSSMHC from and against all loss, damage or injury to property or persons whatever and howsoever caused (including loss of life) arising out of the permission hereby granted including without limitation the construction, operation and maintenance of the Works, save and except where such loss, damage or injury is caused or contributed by the negligence or wilful misconduct of HOSSMHC and those for whom it is responsible in law;
 - (b) Agree that the installation of the Project is being installed at the City's own risk and the Works and all other property of the City at any time within the Strip shall be at the sole risk of the City and HOSSMHC shall not be liable for any loss or damage thereto howsoever occurring and the City fully releases HOSSMHC from all claims and demands in respect of any such loss or damage, except and to the extent to which such loss or damage is caused or contributed to by the negligence or wilful default of HOSSMHC and those for whom it is responsible in law . The City specifically hereby releases HOSSMHC from any loss, damage or injury to any of the Project's installation which may occur when HOSSMHC crosses the Strip with its vehicles;
 - (c) Agree that HOSSMHC is not responsible for any damages or injuries resulting from ice falling from structures or conductors;

- (d) Reimburse HOSSMHC for all expenses incurred or paid or payable by HOSSMHC associated with all of the subsequent restoration of any disturbed area of the Strip; and
- (e) Reimburse HOSSMHC for any expense incurred by HOSSMHC to install any crossing ramp or crossing plating on the Strip as a result of the Project.

Notwithstanding anything to the contrary contained in this Agreement or otherwise, sections 5(a), (b) and (c) hereof shall survive the termination of this Agreement.

6. The City covenants and agrees that prior to Commencement of Construction, the City shall at all times, at its sole expense in a manner satisfactory to HOSSMHC:

- (a) Provide HOSSMHC with and secure its consent to its proposed Construction schedule and not deviate therefrom without written notification and agreement of HOSSMHC;
- (b) Arrange and maintain throughout the term of this Agreement or any extension thereof, the following insurance and pay all premiums during the term of this Agreement or any extension thereof with respect to such insurance:
 - (i) Insurance of the type commonly called commercial general liability insurance which shall include coverage for personal injury, death and property damage, all on an occurrence basis with respect to all operations carried out upon the Strip or in any building and other facilities and the City's use and occupancy of the Strip, with limits for any one occurrence or claim not less than Five Million dollars (\$5,000,000.00). Such insurance shall (1) name the City and HOSSMHC as additional insured; (2) and contain a cross liability and severability of interest clause; and (3) specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by the City.
 - (ii) The City agrees that if the City fails to take out or keep in force such insurance, HOSSMHC will have the right to do so and to pay the premiums thereof, in which event the City shall pay to HOSSMHC the amount paid as premiums. A certified copy of such policy(ies) or satisfactory certificate(s) in lieu thereof shall be given to HOSSMHC for approval on or before the commencement of this Agreement and any extension(s) or renewal(s). Such insurance policies shall contain an endorsement clause that such policies shall not be cancelled or modified so as to restrict or reduce coverage except upon 30 days notice in writing thereof to HOSSMHC.
- (c) Comply with all applicable statutes, by-laws, regulations, orders, codes, standards and directions of all governmental and regulatory authorities having jurisdiction, including to the extent applicable, *The Occupational Health and Safety Act*, R.S.O. 1990 ("OHSA") and any amendments thereto and any regulations passed thereunder and the Canada Standards Association Standard C-22.3;
- (d) Inform all its contractors of any special conditions in the construction area of the Strip, including it being a high-voltage environment and ensure all contractors and invitees comply with all safety and environmental laws and all rules and regulations applicable thereto. **The transmission line(s) on the Strip is designed to operate at 115 kV.** A pre-construction meeting with either a HOSSMHC Transmission Lines Technician or Land Use Agent, may be required to ensure that the City and/or its contractors are aware of all safety requirements;
- (e) The City is responsible for arranging underground locates prior to digging or auguring any holes, or performing any excavation works;
- (f) Give HOSSMHC a minimum of seventy-two (72) hours notice prior to Commencement of Construction so that HOSSMHC, at its sole discretion, may have its representatives present at the City's expense, to ensure conformity with the terms and conditions of this agreement;
- (g) Mark all poles and guy wires on the property with bright markers, such as yellow plastic guards on the guy wires, and either red or yellow tape or paint on the poles at eye level and lower, to avoid potential hazards. These markers must be in place prior to the Commencement of Construction and left on and kept in good condition for the duration of the Term or any renewal thereof;

- (h) Erect signage on the Strip in accordance with the *Occupational Health and Safety Act*, R.S.O., 1990, c. O.1 (“OHSA”). Signs must be clearly visible, and maintained upright at all times during the Term or any renewal thereof;
- (i) Any proposed drainage ditch or drains of any kind crossing or within the Strip must be pre-approved by HOSSMHC and meet the following conditions:
 - (i) Any culvert or similar crossing must allow HOSSMHC and its contractors, linear crossing of the ditch at all times;
 - (ii) The culvert must be capable of withstanding heavy loads similar to a pipeline installation;
 - (iii) Must be a minimum cement culvert with appropriate cover that will never require maintenance;
 - (iv) The culvert must be a minimum of 7.62 metres (25 feet) wide;
 - (v) The culvert must be kept free of debris and water blockage;
 - (vi) Maintain the culvert cover and allow HOSSMHC to cross at any time without notice;
 - (vii) The culvert must be capable of handling flows considered to be heavy as would be evaluated in 100 year storm water run-off; and
 - (viii) Swales proposed must have a culvert installation to ensure crossing of the swale will not result in damage, and create ruts that do not allow water to pass effectively and prevent HOSSMHC’s access to its facilities at any time;
- (j) Ensure the Works do not interfere with the natural drainage patterns along the Strip and does not result in standing water within 15.0 metres (49 feet) of the existing HOSSMHC structure bases or anywhere else on the Strip;
- (k) Ensure the design of any proposed underground collector line will withstand the loading conditions created by heavy maintenance vehicles that may be used by HOSSMHC;
- (l) Ensure all proposed works on the Strip provide adequate overhead transmission line clearance from the high voltage conductors at maximum sag conditions to the proposed ground elevations;
- (m) Ensure that safe working clearances as specified in the OHSA for workers and equipment are maintained at all times during construction activities. **The transmission line(s) on the Strip is designed to operate at 115 kV;**
- (n) Ensure that access to HOSSMHC’s structures and works is maintained at all times. HOSSMHC maintenance and repair equipment includes large heavy rubber tired road vehicles and large heavy tracked equipment. An adequately sized work zone must be maintained at the base of a structure at all times. HOSSMHC requires 15.0 metres (49 feet) of clearance on all sides around its structures as measured from the legs of the structures in order to carry out maintenance operations. No activity that restricts HOSSMHC’s access to its structures will be permitted on the Strip;
- (o) Install temporary fencing around all HOSSMHC’s transmission line structures and associated equipment. The temporary fencing must be at a minimum a 1.22 metres (4 feet) high orange nylon snow fence, maintained in an upright condition for the Term or any renewal thereof. Fencing must be installed at a minimum of 3.0 metres (10 feet) away from all HOSSMHC owned structures and equipment;
- (p) Shall not obstruct access to HOSSMHC facilities, at any time, during construction or after the facilities are in service. The Strip must be kept free of all debris and equipment which could prohibit access to HOSSMHC facilities;
- (q) Be responsible for maintaining security of the site and for the safety of its workers and contractors on the Strip;

- (r) Suspend its operations, if required, in the case of HOSSMHC emergency work, until HOSSMHC crews have completed their work;
 - (s) Any changes in grade greater than .3m (1.0ft) must be submitted for approval.
 - (t) Any change in grade that may adversely affect the present water flow on the Strip must be reviewed and approved by HOSSMHC; and
 - (u) Ensure no grading and/or excavation work is carried out using heavy machinery within 10.0 metres (33 feet) of the tower footings. Within 10.0 metres (33 feet) of tower footings grading and/or excavation work must be carried out by hand or by using a VAC system in order to protect the tower foundations.
7. During construction of the Works the City shall at all times, at its sole expense:
- (a) Obtain confirmation and approval in writing from HOSSMHC of any deviations from the Plan;
 - (b) Not erect or allow any structures, buildings, installations, works, work shacks to be erected, built or installed; nor store or located any materials, equipment, garbage, refuse, snow, ice, soil, on the Strip except in those places or in such manner as shall be approved in writing by HOSSMHC;
 - (c) Not dispense gasoline, diesel fuel or any other combustible substance within the limits of the Strip, nor shall these substances be stored on the Strip;
 - (d) Not store flammable substances within the Strip;
 - (e) Not place or store under the transmission lines on the Strip any metal garbage bins, construction trailers, nor park tractor trailers or other equipment under the transmission lines;
 - (f) Erect satisfactory temporary barriers on access routes and make all reasonable efforts to prevent use of these routes by private or commercial vehicles;
 - (g) Erect temporary barriers such as snow-fencing between the City's access road(s), and construction areas and all transmission towers and poles so as to provide a minimum 3.0 metres (10 feet) horizontal separation between the barriers and towers and poles on the Strip to restrict all access road and construction traffic, equipment and material from within the fenced area(s), including ploughed snow;
 - (h) Participate in and attend from time to time as requested HOSSMHC arranged co-ordination meetings with representatives of the City's contractors, if required;
 - (i) Comply satisfactorily with all instructions of HOSSMHC's inspectors from time to time including without limitation, instructions to halt construction if, in the opinion of such inspectors, HOSSMHC's works from time to time may be interfered with, or the safety of the public or such works may be in danger, or the Project is not being constructed in accordance with the terms and conditions of this agreement;
 - (j) Contact HOSSMHC immediately when HOSSMHC's buried counterpoise (ground wire(s)) are exposed, damaged or cut through during Construction; and
 - (k) Provide HOSSMHC minimum of thirty (30) days prior notice of all blasting operations. The City must ensure ground vibrations do not exceed a peak particle velocity rate of 50 millimetres per second, and shall further ensure that appropriate blast-mats are in place during all blasting operations within 61 metres (200 feet) of any transmission line to eliminate damage or injury to HOSSMHC's plant and equipment from blasted flyrock.
8. After Construction and completion of the Project, the City shall, at all times at its sole expense and to the satisfaction of HOSSMHC:
- (a) Advise HOSSMHC, seventy-two (72) hours prior notice in writing, that all Construction on the Strip has been completed and ready for HOSSMHC's inspection if required to ensure that all proper clearance requirements are maintained;
 - (b) Repair and restore all fences, gates and improvements (including, without limitation, field tiles and wells) to a condition equivalent to that existing prior to installation of the Works;

- (c) Restore all earth, topsoil and ground cover disturbed by Construction, and do all requested or necessary grading to ensure soil and slope stability to the satisfaction of HOSSMHC. The remaining unoccupied width of the Strip must be at least 6.0 metres (20 feet) for longitudinal corridor access and mid-span maintenance of the lines. Access routes should not have a slope greater than ten per cent (10%); and
 - (d) Reimburse HOSSMHC within thirty (30) days of invoicing all costs incurred by HOSSMHC for replacing, relocating or repairing all or any of HOSSMHC's works as a result of the Project and Construction or presence of the Works and/or for any costs incurred by HOSSMHC pursuant to this Agreement.
9. Any renewal of this Agreement is at the sole discretion of HOSSMHC. Request for renewal must be submitted in writing by the City to HOSSMHC at least two months prior to the expiration of the Agreement.
10. The City shall not perform nor allow to be performed any act, which shall cause further encroachment over or upon the Strip and without limiting the generality of the foregoing, the City shall:
- (a) Not increase the size nor alter the position of the Works;
 - (b) Not use any equipment on the Strip closer than 6.1 metres (20 feet)[500kV], 4.5 metres (15 feet) [230 kV], **3.0 metres (10 feet) [115 kV]** to all HOSSMHC electrical wires;
 - (c) Not install any light standards, flag poles, power distribution pole lines or other aerial installations on the Strip, whether temporary or permanent, without the written approval from HOSSMHC;
 - (d) Not plant, without prior permission, other than grass or approved species in accordance with then current HOSSMHC's Forestry policy. All plantings and landscape must be reviewed and approved by HOSSMHC on proper numbered drawings;
 - (e) Keep tower bases clear of plantings, material storage or debris of any kind at all times. A 3.0 metre (10 feet) radius around HOSSMHC structures must be left unpaved for access to structure footings; and
 - (f) Not burn brush, agricultural, or construction debris on the Strip.
11. The rights and easement of HOSSMHC are hereby ratified and confirmed.
12. The provisions hereof shall enure to the benefit of the undersigned and be binding upon their respective successors and assigns. Any assignment of this Agreement is prohibited without the prior written consent of HOSSMHC.
13. The failure of HOSSMHC to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by HOSSMHC at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which HOSSMHC has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of HOSSMHC which expressly or impliedly waives a right, power or option under this Agreement.
14. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.
15. Time shall in all respects be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.
16. The provisions of the attached Schedule "A" shall form part of this Agreement as if set out herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above

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

Per: _____
Name: Christian Provenzano
Position: Mayor

Per: _____
Name: Madison Zuppa
Position: Deputy City Clerk

We/I have the authority to bind the Corporation.

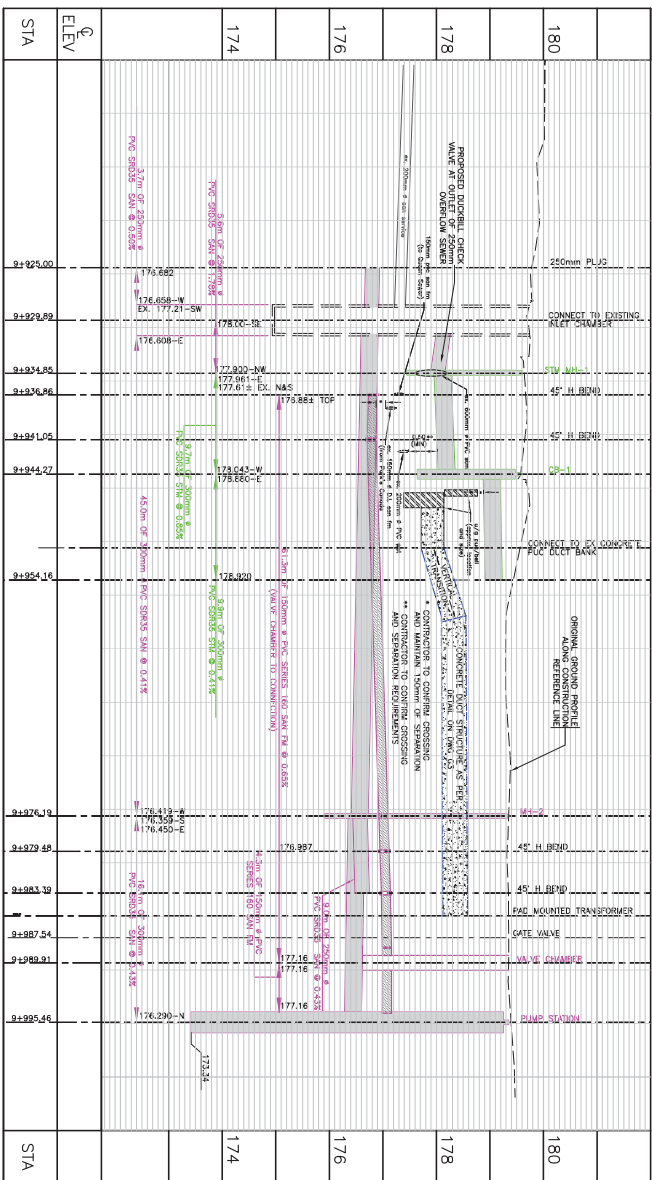
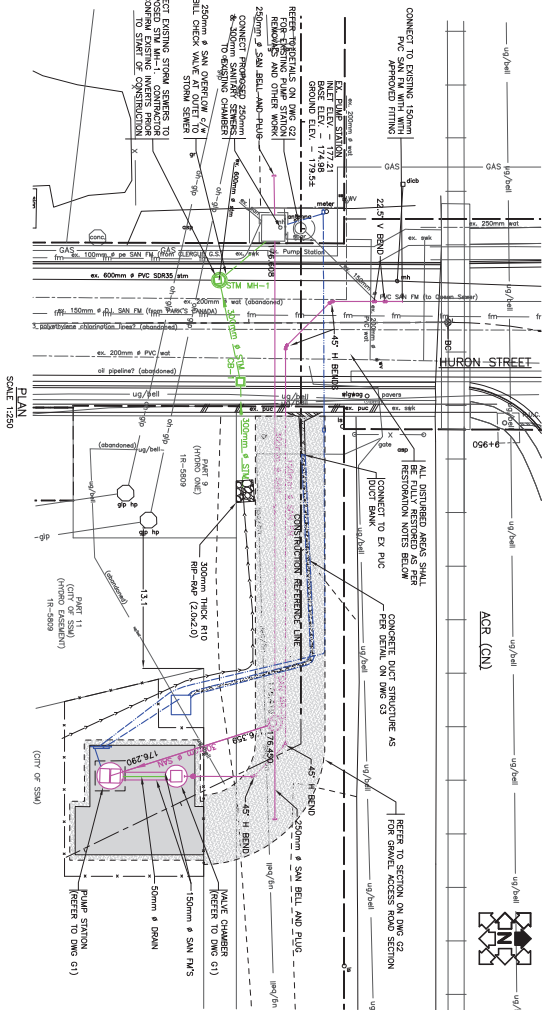
**HYDRO ONE SAULT STE. MARIE HOLDING
CORP.**

Per: _____
Name:
Position:

Per: _____
Name:
Position:

We/I have the authority to bind the Corporation.

SCHEDULE “A”



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-19

AGREEMENT: (E2.2) A by-law to authorize the execution of the Contract between the City and Avery Construction Ltd. for the Huron Street Sewage Pump Station Upgrades (Contract 2019-8E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated January 20, 2020 between the City and Avery Construction Ltd., a copy of which is attached as Schedule "A" hereto. This Contract is for the Huron Street Sewage Pump Station Upgrades (Contract 2019-8E).

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 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2019-8E
Huron Street Sewage Pump Station Upgrades**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 20th day of January in the year 2020 by and between
Avery Construction Ltd. hereinafter called the "Contractor"

AND

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

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

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

**CONTRACT NO. 2019-8E
HURON STREET SEWAGE PUMP STATION UPGRADES**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The

Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

8. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of
Sault Ste. Marie
P. O. Box 580
Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1

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

THE CONTRACT ADMINISTRATOR: AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie, Ontario P6A 2M4

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

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Christian Provenzano

(seal)

Deputy City Clerk – Madison Zuppa

THE CONTRACTOR

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-20

PROPERTY ACQUISITION: (PR1.129) A by-law to authorize the acquisition of property located at civic 11 Wood Park Court (Gary Blokhuis).

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

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 affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A"

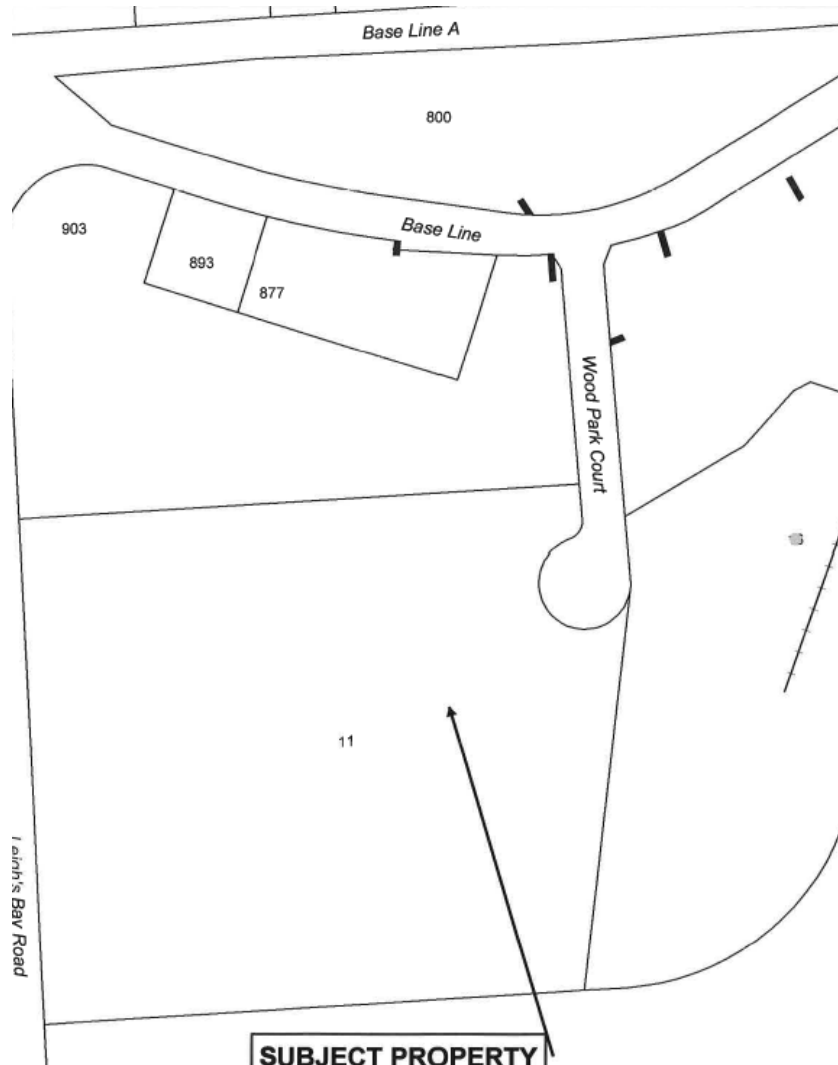
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: 2124732 Ontario Inc. (Gary Blokhuis)

ADDRESS: 11 Wood Park Court

LEGAL DESCRIPTION: PIN 31613-0366 (LT) PART OF SECTION 4 AWENGE DESIGNATED AS PART 1, 1R-12416; CITY OF SAULT STE. MARIE

CONSIDERATION: Two Hundred and Seventy Thousand (\$270,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-21

PARKING: (P7.3) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

BADGE	SPECIAL CONSTABLE SCHEDULE "A"	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR, DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE, JOHN (TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE, KEN	HOLIDAY INN	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
397	LAFFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
443	MARCIL, MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS OF COMM	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
565	LISCUMB, GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD.
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
653	BIOCCHI, CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP, RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL

676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMA,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
719	JENKINSON, MICHAEL	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
720	LORENZO, COREY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
721	MACNEIL, ALICIA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
722	MACTYRE, ANDREW	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
726	DIVECHA, HARRISON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
729	DOUCHAMIE, CHELSEY	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
732	MAKI, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
733	GREGORCHUK, CATHERIN	REAL ESTATE STOP INC	2 QUEEN STREET WEST
734	RICHARD, MARK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICE	68 MARCH ST, 485 QUEEN ST E (REAR)
739	GOWAN, MAICIE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524,524A,536,& 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/769 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
749	CORBETT, THOMAS	G4S SECURITY	SAULT AREA HOSPITAL
750	NEVEAU, ERIC	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/566 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
758	NEVEAU, KAYLA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-22

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Flooding Assessment Class EA.

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 January 20, 2020 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Flooding Assessment Class EA.

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 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

2017

Consulting Engineers of Ontario (CEO)
in partnership with the
Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

FLOODING ASSESSMENT CLASS
ENVIRONMENTAL ASSESSMENT

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 20TH day of JANUARY, 2020

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client requires consulting engineering services for a Class Environmental Assessment to evaluate flooding issues in two areas near People's Road.

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

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

DEFINITIONS

1. **Engineer**

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

2. **Services** – As per Article 2 – Services to be provided.

3. **RFP**

4. **Addenda**

5. **Order of Precedence:**

- i. Addendums (if any)
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

1.2 Compensation

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.3 Staff and Methods

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

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 Records and Audit

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

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- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 Changes and Alterations and Additional Services

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

1.8 Delays

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

1.9 Suspension or Termination

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

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

1.10 Indemnification

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

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

1.11 Insurance

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

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$5,000,000.00 per occurrence and in the aggregate for general liability and \$5,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$5,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

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

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

1.12 **Force Majeure**

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

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

1.13 **Contracting for Construction**

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

1.14 **Assignment**

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

1.15 **Previous Agreements**

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

1.16 Approval by Other Authorities

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

1.17 Sub-Consultants

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

1.18 Inspection (Review by the Client)

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

1.19 Publication

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

1.20 Confidential Data

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

1.21 Dispute Resolution

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely

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disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If not agreement is reached within twenty (20) business days of the selection of the Mediator of if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.

3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client

Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.

- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 **Time**

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

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

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 **Monthly Reporting of Progress**

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

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1.24 **Additional Conditions**

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

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services to be provided by AECOM as detailed in the Engineer's Proposal dated November 21, 2019 re: Flooding Assessment Class Environmental Assessment.
- 2.02 Services to be provided by Client as detailed in the Engineer's Proposal dated November 21, 2019 re: Flooding Assessment Class Environmental Assessment.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

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

3.2.1 Fees Calculated on a Percentage of Cost Basis

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

CALCULATION OF FEE

TYPE OF SERVICE	PERCENTAGE

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

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

Classification	Billing Rate (\$/hour)
Senior Engineer/Director	\$160 - \$220/hr.
Project Manager	\$150 - \$200/hr.
Design Engineer	\$120 - \$190/hr.
Senior Technician/Designer	\$100 - \$130/hr.
Junior Technician	\$70 - \$100/hr.
Senior Inspector	\$90 - \$120/hr.
Junior Inspector	\$70 - \$90/hr.
Support Staff	\$70 - \$90/hr.

Grade: _____ Hourly Rate:

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

3.2.2.2 Time Expended

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

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) ~~Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.~~
- b) ~~Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.~~

- ~~c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- ~~d) HST will be added to the Lump-Sum Price.~~

3.2.4 Reimbursable Expenses

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

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of **\$260,200.00** plus applicable taxes made up as follows:
 - (i) ~~\$_____ plus applicable taxes for Core Services as described in Schedule A; and,~~
 - (ii) ~~\$_____ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.~~
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

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

3.3.2 Fees Calculated on a Percentage of Cost Basis

- ~~a) Monthly Payment~~

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

b) — On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.

c) — Delay of Award of Contract

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

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

d) — On Completion of the Work

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

3.3.3 Terms of Payment

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

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

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

This ____ Day of _____, 20____

Signature	
Name	Rick Talvitie, P. Eng.
Title	Manager, Northern Ontario

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

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

This 20th Day of January, 2020

Signature		Signature	
Name	Christian Provenzano	Name	Madison Zuppa
Title	Mayor	Title	Deputy City Clerk

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ARTICLE 5 – ATTACHMENTS

1. AECOM Proposal dated November 21, 2019 re: Flooding Assessment Class Environmental Assessment
2. City of Sault Ste. Marie Request for Proposal dated October 31, 2019

Supplementary Conditions

1) Article 1, General Conditions, Clause 1.1 – Retainer

Clause 1.1 - Retainer is deleted in its entirety and replaced with the following;

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project. The Engineer will abide and follow the directions and instructions provided by the Client from time to time as may be provided by the Client.

2) Article 1, General Conditions, Clause 1.3 – Staff and Methods

Clause 1.3 – Staff and Methods is deleted in its entirety and replaced with the following;

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

3) Article 1, General Conditions, Clause 1.10 – Indemnification

Delete second paragraph.

SCHEDULE "A"

FEE ESTIMATE

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Flooding Assessment Class EA	As per Agreement	\$260,200 ⁽ⁱ⁾		\$15,000 ⁽ⁱⁱ⁾

Note:

- (i) Fees excludes taxes.
- (ii) Included in Estimate Fee



AECOM
523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

November 21, 2019

Ms. C. Taddo, P. Eng.
Land Development and Environmental Engineer
The City of Sault Ste. Marie
Engineering Division
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6

Dear Ms Taddo:

**Regarding: Request for Proposal – Engineering Services
Flooding Assessment Class Environmental Assessment**

AECOM is pleased to submit a Proposal to provide consulting engineering services to undertake the work described in your Request for Proposal for the Flooding Assessment Class Environmental Assessment. We have assembled an experienced and dedicated team of professionals, with significant expertise in Class EA work, and basement and overland flooding studies to provide an economically feasible, environmentally acceptable, and technically competent project.

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

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

- A team familiar with City requirements, that understands the challenges and nuances associated with this project.
- A great depth of working knowledge of the existing wastewater collection and minor and major stormwater management systems – the local team members have been collaborating on stormwater and wastewater projects for nearly 30 years;
- Relevant transferable modelling expertise developed on similar and larger city projects; and
- Lessons learned and innovative thinking drawn from International perspectives.

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

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

Sincerely,
AECOM Canada Ltd.

Rick Tavitie, P. Eng.
Manager, Northern Ontario

Chris Redmond, P.Eng.
Senior Vice President & COO, Canada

MM:nm

Cover Letter To C Taddo Docx

Flooding Assessment Class Environmental Assessment

Request for Proposal

November 21, 2019

Prepared for:

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

Prepared by:

Rick Talvitie, P.Eng.
Branch Manager, Northern Ontario

AECOM Canada Ltd.
523 Wellington Street East
Sault Ste. Marie ON P6A 2M4
Canada

T: 705.942.2612
F: 705.942.3642
aecom.com

Proposal Assumptions and Limitations

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

AECOM Canada Ltd., is a wholly owned subsidiary of AECOM (NYSE: ACM). As with any large engineering company, AECOM's operating companies may become involved in claims, litigation, and alternative dispute resolutions (hereinafter "Claims").

AECOM does not comment on pending or past Claims for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled Claims, which often are associated with confidentiality and non-disclosure agreements.

AECOM maintains adequate insurance for its professional services. Further, AECOM has no reason to believe that any of the Claims could reasonably be expected to materially impact AECOM's ability to perform services under this or any other contract. If you have further questions, please let us know.

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Figure 1 – Project Team Organization

Figure 2 - Proposed Work Program and Fee Schedule

1. Introduction

It is our understanding that the City of Sault Ste Marie requires a consulting engineer to investigate overland and basement flooding issues in two areas near People's Road. Within the People's Road storm drainage area, consisting of approximately 370 Ha, there have been a number of concerns with localized flooding during heavy rainfall and snow melt events. Areas where overland flooding has been experienced include Greenwood Cemetery, the ditch along the rear of People's Road properties, Greenfield subdivision, Hillside neighbourhood, Elliot Road, Hill Street and Johnson Avenue. In order to clearly understand the problems in these and potentially other areas it will be important to develop a comprehensive stormwater model.

The City has also identified a secondary area where basement flooding during large storm events has been a problem. The secondary area consists of the sanitary drainage area upstream of the Sussex Road/Farewell Terrace intersection and consists of approximately 837 hectares. Within this sanitary drainage area changes have occurred over time that may have impacted the system performance. System changes have included the addition of system storage and a hydrobrake, extension of the drainage area and a diversion project. Similar to the stormwater management approach noted above we plan to develop a comprehensive all-pipes network model within this catchment area to better understand the flow characteristics and potential system restrictions.

Ultimately in both cases the hydrologic and hydraulic modelling will be instrumental in helping to identify system restrictions that may be contributing to the identified problems. Based on our preliminary review of existing City information and data we believe we can cost-effectively develop storm water and sanitary drainage area models for these two areas using existing available GIS and topographical data and information. Our objective would be to initially develop "tabletop" models supplemented with field information as detailed in Section 5.3 and 5.4 and calibrate the models accordingly. Once the initial model development and calibration is complete we will review, with the City, whether there is a desire to enhance the model calibration or proceed with next steps. If there is a desire to enhance calibration this would likely require the collection of focussed field information within and possibly downstream of the subject drainage areas as outlined in Section 5.4.

2. Consulting Team's Ability (Corporate Profile)

AECOM is a premier, fully integrated professional and technical services firm positioned to design, build, finance and operate infrastructure assets around the world for public- and private-sector clients. AECOM has nearly 90,000 employees — including architects, engineers, designers, planners, scientists and management and construction services professionals — serving clients in over 150 countries around the world. The company is a leader in all of the key markets that it serves, including all levels of government, municipal infrastructure, transportation, facilities, environmental, energy, oil and gas, water, wastewater and high-rise buildings. AECOM provides a blend of global reach, local knowledge, innovation and technical excellence in delivering customized and creative solutions that meet the needs of clients' projects.

AECOM has a long standing relationship with the City of Sault Ste. Marie. It is our understanding, based on our most recent individual project reviews and our overall consultant appraisal interviews, that our work is seen by City personnel as being of high quality, is thorough and complete and that we are ranked favourably for the services we provide. AECOM's objective is to deliver quality projects on time and on budget, to the satisfaction of City staff. We continually monitor and make adjustments to resources and level of effort to ensure this objective is met.

We have identified, in Section 3, several reference projects to demonstrate our capabilities in undertaking relevant projects with a scope and complexity similar to (or greater than) that described in the subject Request for Proposal (RFP). Within the Table below, we have highlighted our Corporate strengths and capabilities relative to the project scope.

Table 1: Summary of Corporate Experience in Required Areas

Specific Experience Area	AECOM Track Record
Rainfall / Flow Monitoring	AECOM is currently providing rainfall and flow monitoring services for several municipalities with more than 1,000 installed flow meter locations since 2015. In addition, as part of our 6,070 hectare sewer system evaluation study in Cleveland, Ohio, we have installed 144 depth and velocity meters; these meters inform the client on inflow and infiltration (I&I) in the system as well as targeted I&I reductions strategies.
Training and Certification Related to Rainfall/ Flow Monitoring	The rainfall/flow monitoring field crews are fully certified for confined space entry, working at heights/and fall protection, and meet or exceed all legislated requirements. This includes first aid/CPR; confined space entry rescue with full air support; and the proper use of gas detectors, harnesses, tripods and self-retracting lifelines. Our support vehicles are supplied with the necessary traffic control equipment and our employees are fully trained in Ontario Book 7 traffic control requirements. The combined AECOM/Flowmetrix team has completed thousands of confined space entries safely and without incident.
Hydrologic/Hydraulic Modelling – Sewer Systems and Combined Systems	AECOM is currently providing modelling for areas 38, 43, and 15 for the City of Toronto's Basement Flooding program. In addition, we are conducting combined sewer overflow (CSO) modelling and control programs in Cleveland, Pittsburgh and Baltimore. As part of our work in Boston we performed a highly detailed system modelling exercise that helped develop multiple watershed based solutions in the City's CSO network that saved the client \$800M US in comparison to the original deep tunnel storage solution.
Water Quality Modelling	Water quality modelling is part of ongoing Class EA Assessment for Toronto's basement flooding in Areas 38 and 43. In addition, we are providing detailed design water quality improvements as part of Area 15. In other North American locations, AECOM is involved with numerous Long-Term Control Plans (LTCP's) designed to improve water quality in receiving water bodies (eg. the LTCP for CSOs in New York City or the Boston CSO master plan).
Sewer Design	AECOM has extensive experience related to detailed design of linear infrastructure and has conducted design services as part of the basement flooding relief program for the combined sewer districts in Winnipeg. AECOM was ranked #2 in sanitary/storm sewers by ENR in their 2018 list of North America's Top 500 design firms. Our local office has completed numerous sewer designs and contributed to CSO/SSO designs in Sault Ste. Marie.
EA and Public Consultation	AECOM is conducting an ongoing Class EA study for Toronto Basement Flooding Areas 38 and 43, as well as the Region of Peel water and wastewater service master plan, involving the Municipal Engineers Association's (MEA's) Municipal Class EA process. Locally we have completed numerous Class EA's and have been involved in some of the more controversial assignments. Public consultation programs are designed to convey important information in a meaningful way that stimulates dialogue with Stakeholders.
Database Design and Management	Many of the projects underway that AECOM is delivering are data-intensive. The ability to mine existing information will allow our team to quickly assess existing available information and identify potential data gaps.
ArcGIS Application	AECOM is an ESRI Silver Level business partner with an enterprise licensing agreement. This gives our team access to more current and beta ArcGIS products. In addition to software, AECOM has ArcGIS Portal infrastructure in place in Amazon Web Services and Azure's environments to support our cloud base geospatial needs.

3. Relevant Past Experience

We believe the wastewater and stormwater models are critical to the success of this project. The AECOM team has extensive recent direct experience related to **hydrologic and hydraulic model development as demonstrated in Table 2**. The lead modeler on those assignments will be working closely with local staff on this assignment.

A summary of relevant projects that are on-going or recently completed is provided in **Table 2** below. The Table has been organized to illustrate, in the upper portion of the Table, AECOM experience in very similar projects that are not likely familiar to City staff and in the latter portion of the table we have highlighted relevant local experience that we feel will be instrumental in completing this study.

Table 2: Recent Relevant Project Experience

Project Name	Description, Duration, AECOM's Role, Key Staff	Name of Client & Contact Info
City Centre Separation Strategy, City of London	Modeling of core combined, sanitary, and storm sewers; functional design, phased implementation, sequence of construction, bypasses (temporary and permanent), F-5-5 compliance through all phases, private disconnection strategies. 2018 completion. Brian Richert, Yanzhen Ou.	Tom Copeland, Division Manager Wastewater and Drainage, City of London 519.661.2489 x 4662
Core Area Servicing Strategy, City of London	Modeling of core area, dual drainage storm model (overland, catchbasin inlets, storm sewers), surcharging and surface flooding assessment. Servicing strategy for growth, including funding strategies. 2017 completion. Brian Richert, Yanzhen Ou.	Matt Feldberg, Manager of Development Services, City of London 519.661.2489 x 4724
Basement Flooding Class EA, Area 38, City of Toronto	Modeling of sanitary and storm systems (dual drainage storm model with overland, catchbasin inlets, storm sewers); inspections, flow monitoring, and calibration; assess basement flooding causes; mitigation measures to eliminate flooding and meet City level of service guidelines; costing, benefits, implementation strategies, EA report. 2018 completion Brian Richert, Serge Ristic, Yanzhen Ou, Olivia Chung	Darrell Wunder, Design and Construction, City of Toronto 416.392.4507
Basement Flooding Class EA, Area 43, City of Toronto	Modeling of sanitary and storm systems (dual drainage storm model with overland, catchbasin inlets, storm sewers); inspections, flow monitoring, and calibration; assess basement flooding causes; mitigation measures to eliminate flooding and meet City level of service guidelines; costing, benefits, implementation strategies, EA report. 2018 completion Brian Richert, Serge Ristic, Yanzhen Ou, Olivia Chung	Kirill Cheiko, Design and Construction, City of Toronto 416.338.5556
Don River Hydrology Update, Toronto and Region Conservation Authority	Hydrologic model development, storm drainage system, with extensive use of GIS tools; 1,000 detailed catchments, model calibration with flow and rainfall data, radar data; update of regulatory flood and 100-year flood levels. 2017 completion Brian Richert, Serge Ristic, Olivia Chung	Nick Lorrain, Manager, Capital Projects, TRCA 416.661.6898
Sherwood Forest Basement Flooding, London, ON	Extended the City's current InfoWorks CS model of the sanitary collection system to investigate causes of basement flooding and recommend mitigation measures. Model calibration with flow monitor data, and system assessment. The study resulted in the City undertaking its largest ever sewer disconnection program, with a pilot program for private disconnects. 2012 completion Brian Richert	Kyle Chambers, Environmental Services Engineer, City of London 519.661.2348 x 5854
Wastewater Hydraulic Model and CSO Characterization, PCP Area 12, London, ON	InfoWorks CS model (all pipe) development and calibration, flow monitoring, and CSO assessment for Area 12, in support of the City of London's Pollution Control Plan, including 3 system storage tanks and configuration of the Dingman sanitary storage pond/pumping station. 2017 completion, Brian Richert, Yanzhen Ou.	Kyle Chambers, Environmental Services Engineer, City of London 519.661.2348 x 5854
Wastewater Hydraulic Model and CSO	InfoWorks CS model (all pipe) development and calibration, flow monitoring, and CSO assessment for Area 4, in support of the City of London's Pollution Control Plan. 2015 completion, Brian Richert	Kyle Chambers, Environmental Services Engineer,

Project Name	Description, Duration, AECOM's Role, Key Staff	Name of Client & Contact Info
Characterization, PCP Area 4, London, ON		City of London 519.661.2348 x 5854
Patullo Lands and Servicing of Annexation Lands, Woodstock, ON	Completed hydraulic assessment of the City's primary trunk sewers to the WWTP using XPSWMM, assessing system capacity, surcharge, and overflow frequency/volumes for existing conditions. Calibrations with flow monitor data. Assessed system for growth, and recommended infrastructure improvements for conveyance and mitigation of system overflows. 2017 completion, Brian Richert, Yanzhen Ou.	Harold de Haan, City Engineer, City of Woodstock 519.539.2382 x 3112
Third Line Extension Class Environmental Assessment	Completed a Schedule C Class EA to identify the preferred means to improve traffic flow and address capacity constraints between Great Northern Road and Peoples Road. A preferred preliminary design was identified through the Class EA process and a final report was issued. A Part II order request was rejected by the MECP. The project was later modified by addendum and included a 1 km section east of Great Northern Road. The project included significant stormwater modeling using PCSWMM and proceeded to design and contract administration. 2011 completion, Rick Talvitie, Darrell Maahs, Jerry Tulloch, Kerry Young.	Don Elliott, City of Sault Ste. Marie 705-759-5329
Black Road/Third Line Corridor Improvements Class EA	Completed a Schedule C Class EA to identify the preferred means to address corridor improvements along Black Road and Third Line from McNabb Street to east of the Sault Area Hospital (SAH) entrance. A preferred preliminary design was identified through the EA process addressing changing traffic patterns and vehicular and pedestrian safety. A Part II order request was rejected by the MECP. The project included stormwater modeling using PCSWMM to mitigate flooding problems. A portion of the corridor from Second Line to Third Line proceeded to construction in the Spring of 2018. 2018 completion, Rick Talvitie, Darrell Maahs, Jerry Tulloch, Kerry Young.	Don Elliott, City of Sault Ste. Marie 705-759-5329
Pim Street SSO Tank	Coordinated the site works design for upgrades to the Pim Street Sewage Pumping Station. The project consisted of the construction of the new works which included an underground overflow tank and upgrades to the electrical and mechanical components. The project included significant wet weather flow modeling using PCSWMM 2007 completion, Rick Talvitie, Darrell Maahs, Jerry Tulloch.	Susan Hamilton Beach, City of Sault Ste. Marie 705-759-5378
Bellevue Park Combined Sewage Overflow Tank	Completed design and construction of the Bellevue Park CSO Facility. The CSO system is designed to divert excess waterflow to its 12,000 m3 underground, reinforced, concrete storage tank and stores this extra volume until the Clark Creek Pumping Station can handle the flow. The project included significant wet weather flow modeling using PCSWMM. 2003 completion, Rick Talvitie, Darrell Maahs, Jerry Tulloch.	Don Elliott, City of Sault Ste. Marie 705-759-5329

4. Project Team's Qualifications and Experience

AECOM is invested in the success of this City and have a history of successfully completing projects for the City through our local office and where appropriate through a collaborative effort with specialized resources in other AECOM offices. AECOM understands that an important component of a successful project is the project team. Team members, with their individual experience and expertise, work together to resolve issues and design solutions.

We are very pleased to offer the City an extensive network of Technical Resources that have been employed on various other large Municipal basement and stormwater flooding studies. This network has a global reach and we have very relevant and recent experience in the City of Toronto and City of London. This experience will allow us to leverage lessons learned and innovative outside the box solutions to the basement and surface water flooding issues.

Advantages provided by the AECOM team:

- a great depth of working knowledge of the existing wastewater collection and minor and major stormwater management systems – the local team members have been collaborating on stormwater and wastewater projects for nearly 30 years;
- relevant transferable modelling expertise developed on similar and larger city projects; and
- lessons learned and innovative thinking drawn from International perspectives.

The key team members, their respective roles on this project and relevant experience have been summarized in **Table 3** below. Note: resumes could be provided upon request.

Table 3 Key Members – Roles and Relevant Experience

Staff Name, Title and Key Responsibilities	Relevant Past Experience
Richard Sukut, CET – Peer Review and QA Overall oversight of the project including peer reviews and quality assurance of all deliverables.	Manager Greater Toronto Area Conveyance Group. 29 years of design, construction and management experience with a focus on Municipal Infrastructure. Key projects include: - City of Toronto, Sewer Rehabilitation Program. Project involved the review and rehabilitation of \$50M in capital per year over a three year term. - City of Toronto BFPP4. Project involved the design and implementation of basement flooding remediation. - Queensway/Hurontario Area Sanitary Sewer, Region of Peel, Municipal Class EA, Designed Design and Contract Administration of 3.1 km of 1050/1350mm diameter sanitary sewer from Mavis Road and the Queensway connecting to an existing structure at Camilla Road and North Service road in the City of Mississauga. Primarily open cut construction with a micro-tunnelling portion under and along the Queensway and Hurontario intersection. - York Region, York Durham Sanitary Sewer Rehabilitation (YDSS). This project involves the rehabilitation of several sanitary manholes and sewers for the City of Vaughan, City of Markham and Town of Aurora. Role required coordinating with the design team, construction, scheduling, RFI, contractor submittals, payment certificates, chair site meetings and addressing public issues. - City of Toronto, Valleymede and Riverside Sanitary Forcemain Replacement, Toronto. Project included replacement of the existing sanitary forcemain on Valleymede and Riverside Road. Valleymede has been designed to have two separate forcemain, one primary the other redundancy, the forcemain system will have a control manhole in order to switch between the forcemains.
Rick Talvitie, P.Eng. – Project Manager - Leadership and direction to the project team; - Develop overall projective objectives and planned outcomes; - Oversee the development of the stormwater and wastewater models; - Brainstorming remedial options and preparation of Class EA Schedule B Report; - Conduct quality assurance reviews for all deliverables; - Allocating staff resources to the project; and - Overseeing the project budget.	32 years of planning, design and construction experience with a focus on Municipal Infrastructure, Transportation and Waste Management. Key projects include: - Bellevue SSO Tank – included extensive sanitary system flow modelling under various high precipitation events; - Black Road/Third Line Corridor Improvements Schedule C Class environmental assessment to identify the preferred means to address corridor improvements along Black Road and Third Line from McNabb Street to east of the Sault Area Hospital (SAH) entrance. - Third Line Reconstruction and Extension from Peoples Rd to SAH entrance – included a comprehensive Schedule C Class EA and extensive storm modeling including the precast concrete box culvert in the Fort Creek Ravine; - Fourth Line – East Davignon Creek Culvert Replacement – included the construction of a 3.0mx3.0m precast concrete box culvert;

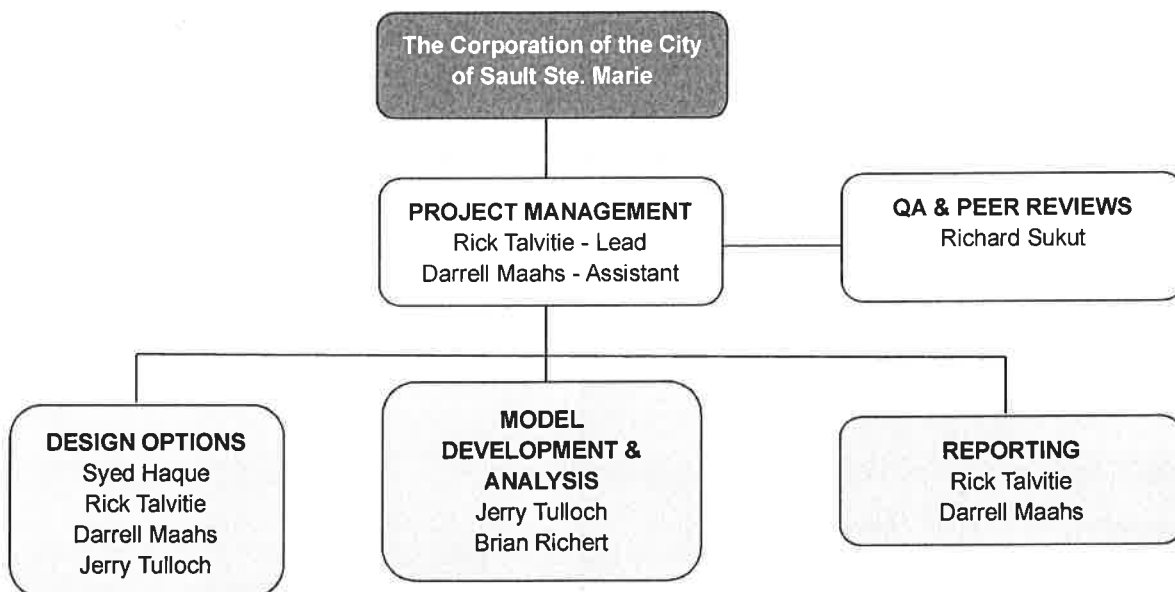
Staff Name, Title and Key Responsibilities	Relevant Past Experience
	• Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); • Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); • Bay Street Extension from Huron Street to Gore Street (major arterial) – included Fort Creek bridge crossing; • Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); • Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link) – included a steel pipe arch culvert for snow mobile crossings; and • Carmen's Way from Queen Street to Wellington Street (new truck route).
Darrell Maahs, C.Tech. – Assistant Project Manager • Overall Project Management; • Schedule and budget control; • Assist in defining project objectives and planned outcomes; • Modeling/design group coordination and management; • Brainstorming remedial options and preparing cost estimates; • Contribute to the Class EA Schedule B Report; and • Review of all deliverables.	37 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: • Bellevue SSO Tank – included extensive sanitary system flow modelling under various high precipitation events; • Black Road/Third Line Corridor Improvements Schedule C Class environmental assessment to identify the preferred means to address corridor improvements along Black Road and Third Line from McNabb Street to east of the Sault Area Hospital (SAH) entrance. • Third Line Reconstruction and Extension from Peoples Rd to SAH entrance – included the construction of the precast concrete box culvert in the Fort Creek Ravine; • Fourth Line – East Davignon Creek Culvert Replacement – included the construction of a 3.0mx3.0m precast concrete box culvert; • Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); • Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); • Bay Street Extension from Huron Street to Gore Street (major arterial) – included Fort Creek bridge crossing; • Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); • Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link) – included a steel pipe arch culvert for snow mobile crossings; and • Carmen's Way from Queen Street to Wellington Street (new truck route).
Syed Haque, P. Eng. – Alternatives Development and Evaluation • Collaborate in the development and evaluation of alternative solutions.	26 years experience in sewer system design and construction including flooding protection and rehabilitation. Key projects include: • City of Toronto, Basement Flooding Protection Program (BFPP) Phase 4. The design scope under this project includes detailed design of storm and sanitary sewers, watermain, underground and above-grade storage features. • City of Toronto, Sewer Rehabilitation of Various Locations in City of Toronto. This project scope includes design and construction administration services of main line sewer, sewer lateral and maintenance hole rehabilitation at various locations in Toronto. • City of Toronto, Professional Services for Technical Reviews and Value Engineering for the Fairbank Silverthorn Trunk Storm Sewer. Syed was responsible for reviewing the draft preliminary design report and drawings completed by other consultants to identify potential design, constructability and maintenance issues related to proposed open-cut sewer installation. • City of Toronto, Highland Creek Sanitary Trunk Sewer Replacement. Syed looked into different options for replacing a failed section of the trunk sewer, suggested a trenchless method for replacement of the sewer without affecting traffic flow and provided specifications.

Staff Name, Title and Key Responsibilities	Relevant Past Experience
Brian Richert, P.Eng. – Hydraulics and Hydrology Modeling - Collaborate with Jerry Tulloch on the development and calibration of the wastewater and stormwater models; and - Collaborate with Jerry Tulloch on data analysis and determination of data gaps.	30 years experience with sanitary sewer modelling and assessment, I&I studies, CSO and sanitary sewer overflow abatement, sanitary master planning, stormwater management, flood control, hydrology, hydraulics, water quality, water distribution modelling and data management. - City of Toronto, Basement Flooding Remediation Plan, Area 38 Class EA. Hydraulic modelling lead for a basement flooding remediation assignment. Completed detailed dual-drainage storm model, including overland drainage and all storm sewers, as well as sanitary system modelling, calibrated to flow monitor data. - City of Toronto, Basement Flooding Remediation Plan, Area 43 Class EA. Hydraulic modelling lead for a basement flooding remediation assignment. Inspections and model set up underway. Detailed dual-drainage storm model, including overland drainage an all storm sewers, as well as sanitary system modelling, calibrated to flow monitor data. - City of London, Core Area Servicing Study. Hydraulic modelling lead for servicing strategy for stormwater drainage. Developed a detailed all-pipe dual-drainage storm drainage model of the London city core (approx. 1800 pipes and 980 hectares), developed from a detailed City of London Digital Elevation Model. - City of London, City Centre Servicing Strategy. Hydraulic modelling lead for combined sewer separation strategy in the London city core. InfoWorks storm, sanitary and combined modelling; private separation strategies (building disconnects, flat roof drainage and internal plumbing); phasing of separation; temporary bypassing; F-5-5 compliance; and decommissioning of existing overflow chambers. - City of London, Sherwood Forest Basement Flooding. Extended the City of London's current InfoWorks CS model of the sanitary collection system to investigate causes of basement flooding and recommend mitigation measures. Model calibration with flow monitor data and system assessment. The study resulted in the City of London undertaking its largest ever sewer disconnection program, with a pilot program for private disconnects.
Jerry Tulloch, C.Tech. – Hydraulic and Hydrology Modeling, and Senior Design Technician - Collaborate with Brian Richert on the development and calibration of the wastewater and stormwater models; - Collaborate with Brian Richert on data analysis and determination of data gaps; - Coordinate field data collection as necessary; - Develop remedial options and test through the models; and - Prepare concept drawings of all options.	30 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: - Bellevue SSO Tank – included extensive sanitary system flow modelling under various high precipitation events; - Black Road/Third Line Corridor Improvements Schedule C Class environmental assessment to identify the preferred means to address corridor improvements along Black Road and Third Line from McNabb Street to east of the Sault Area Hospital (SAH) entrance. - Third Line Reconstruction and Extension from Peoples Rd to SAH entrance – included the construction of the precast concrete box culvert in the Fort Creek Ravine; - Fourth Line – East Davignon Creek Culvert Replacement – included the construction of a 3.0mx3.0m precast concrete box culvert; - Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); - Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); - Bay Street Extension from Huron Street to Gore Street (major arterial) – included Fort Creek bridge crossing; - Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); - Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link) – included a steel pipe arch culvert for snow mobile crossings; and - Carmen's Way from Queen Street to Wellington Street (new truck route).
Kerry Young, C.E.T. – Field and Design Technician - Undertake field review and data collection; and - Assist with design development and drawings.	Bellevue SSO Tank – included extensive sanitary system flow modelling under various high precipitation events;

Staff Name, Title and Key Responsibilities	Relevant Past Experience
	- Third Line Reconstruction and Extension from Peoples Rd to SAH entrance – included the construction of the precast concrete box culvert in the Fort Creek Ravine; - Fourth Line – East Davignon Creek Culvert Replacement – included the construction of a 3.0mx3.0m precast concrete box culvert; - Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); - Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); - Bay Street Extension from Huron Street to Gore Street (major arterial) – included Fort Creek bridge crossing; - Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); - Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link) – included a steel pipe arch culvert for snow mobile crossings; and - Carmen's Way from Queen Street to Wellington Street (new truck route).

Although the majority of the work will be undertaken by local AECOM staff, we will draw upon highly specialized staff for Hydrology and Hydraulics modelling, and solutions brainstorming to leverage the significant experience gained in other similar studies in other large urban centres. The experience gained elsewhere particularly with the system modeling is critical to the success of this project.

Figure 1 – Project Team Organization



5. Proposed Work Program/Methodology

5.1 Key Considerations

AECOM understands there are many potential causes of the overland flow and basement flooding that will have to be vetted and our focus will be to address amongst other things the questions below:

1. Are there flooding clusters that have similar root causes?
2. What is the flooding mechanism and likely root causes?

3. How did the water enter the house (eg. plumbing fixtures, sumps, clean-outs, floor drains, window wells, cracks in walls, foundations, etc)?
4. Was the water dirty or clean?
5. Did it have an odour?
6. How deep was it, how long did it last?
7. Are there roof drains or foundation drains connected to the sanitary system?
8. Are there areas in the storm and sanitary collection systems that have frequent maintenance calls?
9. Are there sags in the right-of-way or is there poor overland conveyance/lot drainage?

In order to address these and other questions we plan to complete the following key tasks within the framework of a Schedule B Class EA:

- obtain and catalogue all relevant and available information and document data gaps;
- solicit input and feedback from property owners to assist in defining the problem/opportunity;
- develop stormwater and wastewater hydrologic and hydraulic models in the two drainage areas provided;
- calibrate the models;
- identify system restrictions / deficiencies particularly under larger precipitation events;
- develop options to mitigate the impacts during higher precipitation events; and
- summarize the findings in a report.

There are many assumptions that have to be made, with each assumption requiring a different level of effort. As an example, is the level of information that is currently available suitable to support model development and calibration with a level of accuracy that will meet the project goals and objectives. Given that the RFP has asked for specific allowances that may or may not be required and given that the level of effort required for some of the tasks is difficult to define at this stage, we have developed a "base fee estimate" and included a number of allowances as requested in the RFP and an overall contingency budget to address other potential tasks that may or may not be required. .

Our proposed methodology and approach are detailed in the following subsections and summarized on the attached Figure 2 Proposed Work Program and Fee Schedule. Where appropriate we have identified the allowances and contingencies.

5.2 Background Review and Project Initiation Meeting

At project onset, AECOM will formally request and review all available and relevant data, drawings and technical studies from the City including the City's topographical mapping of the project area, digital base plans, GIS information, flooding complaint records, maintenance call records, and modeling data. The data will be catalogued and reviewed by all key members of the project team to ensure a keen understanding of existing conditions. Once the available data and information is in hand we will document known or potential data gaps.

We will conduct a project initiation meeting with the City to review the scope of work, proposed schedule and project challenges including our approach to developing and calibrating the models. Brian Richert will join via telephone to share his experience in other cities including Toronto and London.

5.3 Hydrologic and Hydraulic Model Development

AECOM will apply the collected information to model development and calibration with the expressed purpose to characterize the magnitude and source of wet weather flows in the subject and downstream parts of the system. This in conjunction with flooding reports and property owner input will be fundamentally important to identify the potential causes of historic flooding and to characterize system conveyance capacity and existing bottlenecks.

Flow monitor and precipitation data is very beneficial to building an accurate model for existing conditions and characterizing the performance of the existing systems, in terms of sewer capacity and overland flow. Flow monitor results are also helpful in; assessing I/I in sanitary sewers including flows from private connections (e.g. foundation drains that are still tied into the sanitary) and assessing the performance of key operational locations

in the network. We will incorporate any relevant flow monitoring and precipitation data into our model building/calibration.

The principal modeling objectives are to produce a reasonably accurate representation of:

- stormwater collection system flows including minor and major systems which will identify ponding / spill areas and system bottlenecks; and
- wastewater collection system flows including system bottlenecks and areas vulnerable to basement flooding.

AECOM understands that an accurate calibrated hydrologic and hydraulic model of the storm and sanitary systems is the foundation of this undertaking; the abatement strategies will be formulated based on the model results. AECOM has extensive experience in both InfoWorks and PCSWMM model development for all types of systems, and we have developed numerous efficiencies in model development.

AECOM's model building process focuses on the elements required to make the model as physically accurate as possible by leveraging all available data sources. The focus will be to generate an existing conditions model which will generally reflect actual historic overland and basement flooding.

AECOM has developed an extensive knowledge and understanding of the Sault Ste. Marie wastewater collection system through numerous previous projects including the upgrades to the two wastewater treatment plants, Pim and Bellevue SSO's, various pump station upgrades and capital linear reconstruction projects including some within the study area. In addition, we also have a keen understanding of the stormwater collection and overland flow systems in the City through numerous capital linear projects including Third Line Reconstruction from Peoples Road to the Sault Area Hospital which included detailed stormwater modelling in the subject area.

We have included within our base fee estimate a **field review** to support the model development and calibration work. We will undertake a review of existing critical infrastructure that may be influencing or impacting the system efficiency or performance. We will also vet/confirm critical system inverts and basement elevations where historical flooding has occurred. Please also refer to Section 5.4 for additional field work that may or may not be required and hence should be addressed through our contingency allowance.

Once the models are developed in sufficient detail and calibrated to a suitable level of accuracy the models can be used to analyse and test alternative solutions and designs to mitigate the identified problems.

5.3.1 Storm System Model

AECOM proposes to develop a detailed model of the storm drainage system, with storm subcatchments delineated on a manhole-to-manhole level of discretization.

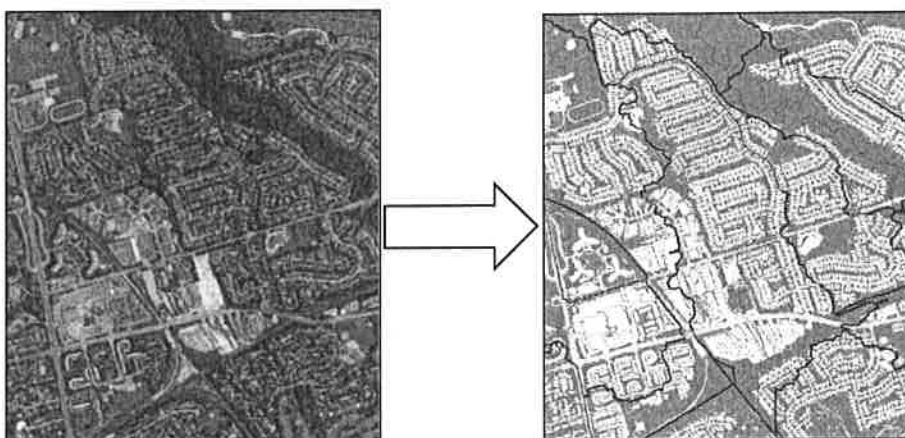
Storm subcatchments will be delineated in GIS by using the City's roads, parcels, DEM, and building shape files. AECOM has developed efficiencies in delineating storm micro catchments (manhole to manhole) entirely within GIS. We have successfully performed this in the recent City of London servicing/sewer separation studies, and the City of Toronto basement flooding studies.

As an example of our work with the City of London core area combined sewer separation strategy, we identified the importance of treating flat roof areas in the core as separate catchment areas. The initial phases of sewer separation will typically only direct street catchbasins to the new storm sewer; private connections (notably flat roof drainage) that are currently connected to the combined sewer require internal disconnection strategies at the lot level. AECOM modeled these private storm connections separately, to facilitate assessing various levels and phasing of private disconnections. We will review with the City the need for modeling roof tops or other elements separately to assist with our options analysis.

For the impervious surfaces, AECOM will utilize a fixed runoff model. For the pervious surfaces, AECOM's initial approach is to model rainfall abstractions using the Horton method (commonly used in SWMM modeling, using parameters for initial/limiting infiltration rates with exponential decay). If suitable calibration is not achieved, AECOM will attempt to achieve better calibration using more complex methods which more explicitly accounts for changes in runoff with soil moisture conditions.

Through our recent work in developing large scale storm drainage models (Don River Hydrology Update, London Core Area Servicing, and London Sewer Separation Strategy) AECOM has developed several key efficiencies in delineating storm catchments and determining physical catchment parameters directly from GIS processing.

For a storm drainage model, the main parameter that affects runoff volume is the catchment imperviousness. AECOM has developed an accurate GIS processing approach to assess imperviousness in each storm subcatchment. The procedure involved processing the colour spectrum of the aerial photos in GIS. Training samples comprising the colour coverage of each various land cover classes (road, building, pervious) are created. The spectral processing, along with 'burning in' of building layers and roads, creates an accurate and rapid calculation for catchment imperviousness.



The primary storm model calibration terms are the portion of the impervious surfaces that are 'routed' to pervious areas (as opposed to being directly connected to the collection system), and the drainage length. The first parameter is the primary calibration term affecting the volume of runoff, while the second relates to timing of the response. Through our extensive previous model builds, AECOM has a very good sense of appropriate ranges for these values in an urban catchment; the values will ultimately be based on calibration with flow monitor data (if available) or known flooding locations and severity.

As noted previously flow monitor and rainfall gauge data can be very helpful in model calibration and will be used if it is available. As with the sanitary model, one of the primary sources of poor calibration will be the spatial variability of rainfall. In many instances, rain gauge data will not accurately reflect the actual rainfall in the catchment. AECOM will verify the assumptions of uniform spatial rainfall with radar data for the major calibration events. Our experience is that very often calibration and confidence in the model, and therefore the quality of major infrastructure decisions, improves significantly when the assumptions for spatial variability of rainfall in calibration are tested.

5.3.2 Sanitary System Model

As with the storm model, AECOM will develop the sanitary model on a pipe to pipe basis. AECOM will use the City's sanitary drainage area plans to develop flows throughout the Sussex Road/Farewell Terrace drainage area.

The sanitary dry weather flow calibration typically consists of a spatial allocation of population in the upstream area according to land use or parcel information, then identifying suitable per capita flow rates to match the

observed dry weather flow. AECOM will also consider balancing these values with water billing records. AECOM has completed numerous flow modeling projects for the PUC and have access and knowledge of the system water demands which will allow meaningful vetting of the sewage flows versus water demands in the subject area.

For wet weather flows, the sanitary calibration involves a volumetric assessment of wet weather flow related to rainfall volume, based on monitored flows and rainfall if available. If flow monitor and rainfall data is not available we will initially calibrate the model using basement flooding records. Specifically we plan to start with design dry weather flows and systematically increase flows to the system until basement flooding becomes evident. The model will be calibrated by making system modifications to mimic known historical basement flooding patterns in the system.

5.4 Field Review

As noted in Section 5.3 we have included in our base fee estimate a review of existing critical infrastructure that may be influencing or impacting the system efficiency or performance and vetting/confirming critical system inverts and basement elevations where historical flooding has occurred. As noted in the previous section, the locations where basement flooding has been reported will likely serve as an important means of calibrating the hydraulic model.

The level of field information that will be required will largely be a function of the model accuracy that can be attained with desktop information supplemented with the field information noted in the foregoing paragraph. There is the potential that, collectively the Consultant team and the City believe there is a need for further enhancements to the model to reflect existing conditions. As an example, there may be a need to establish and collect data from several flow monitoring stations over a period of time to better calibrate the models. Or perhaps there will be a need for CCTV inspections or smoke or dye testing. If there is a need for further field work beyond what has been articulated in the foregoing paragraph we suggest that it be addressed through the contingency allowance that we have included outside of our base fee estimate.

5.5 Class EA

At the proposal stage the scope of the proposed improvements/remedial work is unknown and will be defined as the study evolves. We intend to initiate this study within the framework of a Schedule B Class EA. This approach ensures that regardless of the scope of the proposed improvements/remedial work, as defined through the alternative solutions phase, the City will be in a position to easily transition to a Schedule C Class EA if needed. Therefore, our base fee estimate includes the completion of a Schedule B undertaking including associated reporting. We have also included a provisional allowance to increase the scope to a Schedule C undertaking and a provisional allowance to address a potential Part II Order.

The Terms of Reference requests that allowances should be included for other potential studies that may be required in conjunction with the Class EA work. As noted above the scope of the proposed solutions and conceptual designs will be developed as the study evolves. Therefore, the requirement for and scope of other supplementary studies such as an Archaeological investigation are not known at the proposal stage. We suggest that supplementary studies be addressed through the contingency allowance that we have incorporated outside of our base fee estimate.

5.6 Public Consultation

We believe given the nature of the problems there will be significant interest in this study. We assume that the City has meaningful information on the locations and nature of the flooding (overland versus basement) that has occurred in the past. Depending on the level of detail available from the City, there will likely be a need to supplement the existing available information with additional information solicited from area property owners to address the questions included in Section 5.1.

Early in the study process we will inventory the existing available information and work with City staff to decide on the need to supplement that information. We propose to solicit the supplemental information through a questionnaire to be distributed to area property owners in the known impacted areas. We feel this component is important and has been included in our base fee estimate.

Although not specifically identified in the Terms of Reference we believe that based on the nature of the problems being investigated there would likely be significant interest from the public. Therefore we have included in our base fee estimate a single public open house which would be implemented at the alternative solutions stage to disseminate the alternatives considered and the "preliminary" preferred solution. AECOM will prepare the invitation/advertisement and displays for the Public Open House which will graphically depict the alternatives and preliminary preferred solution.

As noted in Section 5.5, if the scope of the improvements bumps the project to a Schedule C undertaking we would undertake a second open house which is covered through the appropriate allowance.

5.7 Geotechnical Investigation and Reporting

Similar to the discussion included under Section 5.6 - Class EA, the scope of the proposed improvement/remedial works will not be known until the problems are clearly defined and alternative solutions are developed and evaluated. Therefore, for the purposes of this study we have included in our proposal an allowance of \$12,000 for geotechnical investigations and reporting which includes an allowance for AECOM fees and a subconsultant. We anticipate the scope of the geotechnical work may include an assessment of subsurface conditions including soil types, groundwater conditions and to provide suitable recommendations to address construction techniques, subgrade quality/constraints, frost susceptibility, utility and service trench designs, excavations, dewatering, pipe bedding and backfill, subgrade, subbase, base, pavement designs, and the suitability of alternative pipe installations. The geotechnical terms of reference will be developed with due consideration of the existing information available on file from adjacent projects. We would solicit quotations from Firms with appropriate capabilities. At the conclusion of this task we will deliver a comprehensive geotechnical report that will form the basis for preliminary and detail design.

5.8 Identification and Evaluation of Alternative Improvements or Remedial Works

Once the models are developed in sufficient detail and calibrated to a suitable level of accuracy the models can be used to analyse and test alternative solutions and designs to mitigate the identified problems.

Within this task we will develop various alternative remedial solutions to mitigate the identified problems. The scope of the improvements may include system storage, enhanced system conveyance capacity through infrastructure replacement or enhancement, removal of storm connections to the sanitary, yard grading and drainage improvements, etc. We will work closely with our Southern Ontario staff involved in similar flooding projects to develop appropriate and innovative solutions to the identified problems. Preliminary budget costs will be compiled for each solution for comparison purposes.

The various alternatives will be incorporated into the system models and analysed and tested accordingly to understand the level of mitigation offered by each alternative. The alternatives will be vetted through a detailed evaluation process with consideration given to level of mitigation, costs, environmental impacts including natural and social environments, future operations and maintenance, property acquisition needs, etc.

The alternatives and the initial evaluation will be presented to City staff in a work shop format and will be updated accordingly based on the input received. A preliminary preferred mitigation strategy will be identified through the workshop and subsequently presented at an open house.

5.9 Preferred Solution and Reporting

Following the open house, the input received from stakeholders and the general public will be incorporated into the evaluation and a preferred conceptual design will be finalized. Provided that the preferred solution is a Schedule B undertaking, a project report will be developed documenting the sanitary and storm system

capacities and constraints and the entirety of the process. The final report will also highlight any property acquisition needs and will include property acquisition plans. A final notice will be issued to communicate the end of the study and the project report and supporting information will be filed for public review.

As noted elsewhere provisions are included to continue with the Class EA work in the event that the preferred alternative is a Schedule C undertaking.

6. Project Schedule

The project schedule has been developed to accommodate a Schedule B undertaking and assumes that the fieldwork incorporated into our base fee estimate is adequate to support suitable model development. Several risks that will result in an extension to the schedule include the following:

- Additional fieldwork required to support model calibration;
- The scope of the improvements is categorized as a schedule C rather than a Schedule B undertaking;
- Additional supplementary studies are required to support the Class EA; and
- A Part II Order request is received.

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

- Project initiation meeting to discuss the modeling approach and confirm the project scope, deliverables, timing, and expectations;
- Alternative Solutions workshop; and
- Final deliverables review.

Timelines for each task is included in Figure 2.

7. Fee Schedule

We have incorporated a very skilled and experienced project team including peer reviews and input from the key team members that are involved on the Toronto basement flooding program. Our work program incorporates a significant level of quality control and quality assurance

As noted previously we have developed a base fee estimate and then incorporated a number of allowances. Our base fee estimate is \$138,200.00 plus HST and the allowances are as follows:

Geotechnical Allowance = \$12,000
Schedule C Class EA Allowance = \$50,000
Part II Order Request Allowance = \$10,000
Contingency Allowance = \$50,000

The Contingency allowance is intended to cover other items that may arise and could include additional fieldwork as noted in Section 5.4, supplementary Class EA studies as noted in Section 5.5 and other unforeseen items. The allowance would only be utilized with the prior consent of the City.

We have summarized in Table 4 the key staff members to be assigned to this project, their roles, billing rate and time commitment.

Table 4: Staff Roles/Rates/Time Commitment

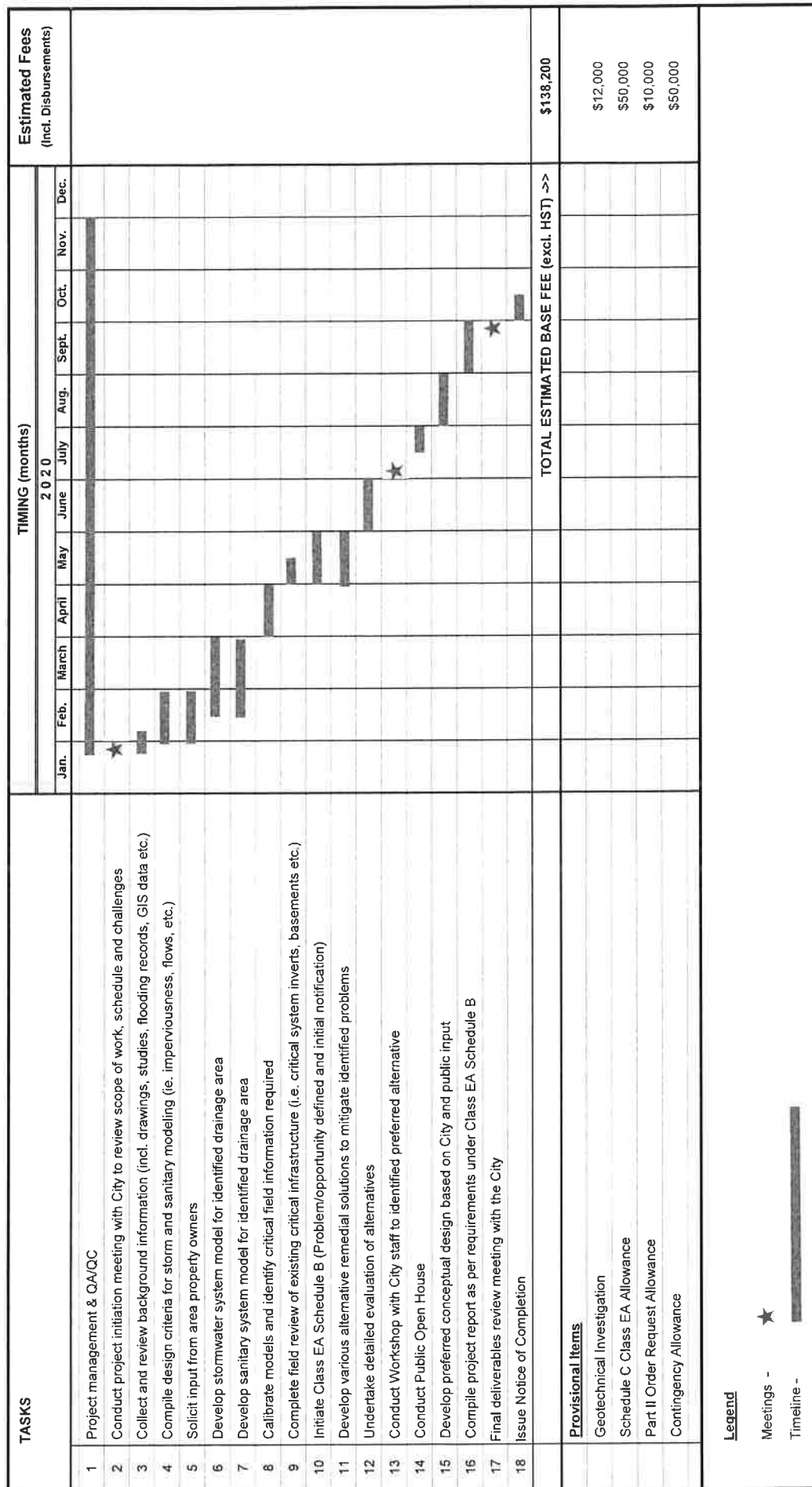
Name	Role	Rate	Person Days
Richard Sukut	Peer Review/QA	█	3
Rick Talvitie	Project Manager	█	16
Darrell Maahs	Assistant Project Manager	█	15
Syed Haque	Sr. Design Engineer - Alternatives Development & Evaluation	█	3
Brian Richert	Sr. Hydraulics & Hydrology Modeler	█	11
Jerry Tulloch	Sr. Hydraulics & Hydrology Modeler & Sr. Design Technician	█	49
Kerry Young	Field & Design Technician	█	12
Support	Administrative & Project Management Support	█	10

PROPOSED WORK PROGRAM AND FEE SCHEDULE

FIGURE 2

Flooding Assessment Class Environmental Assessment

Date: November 21, 2019





The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

REQUEST FOR PROPOSAL

City of Sault Ste. Marie

Flooding Assessment
Class Environmental Assessment
Consulting Engineering

October 31, 2019

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1.0 INFORMATION TO PROPONENTS

1.1 Introduction

The intent of this Request for Proposal is to solicit the services of an established consulting firm with the experience and technical abilities to provide consulting engineering services for the City of Sault Ste. Marie in relation to a Class Environmental Assessment for evaluation of the flooding issue in the subject area. The review is intended to include both the storm system (piped and overland), and the sanitary system. Other items as may be reasonably assumed to form part of the scope of work shall be included.

1.2 Date and Place for Receiving Proposals

All proposals must be sealed, clearly marked as to the contents, and delivered to:

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

**RE: Flooding Assessment
CLASS EA
Consulting Engineering Services**

By the following date and time:

**Date: November 21, 2019
Time: 11:00 a.m. local time**

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

The contact person for this RFP will be:

Catherine Taddo, P.Eng
Land Development and Environmental Engineer
c.taddo@cityssm.on.ca or (705) 759-5380

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

REQUEST FOR PROPOSAL

City of Sault Ste. Marie

Flooding Assessment - Class Environmental Assessment

1.3 Errors, Omissions, Clarifications

Any questions concerning the requirements or intent of this Request for Proposal or identification of any errors or omissions should be addressed to Ms. Catherine Taddo, P. Eng., Land Development and Environmental Engineer, telephone 705-759-5380, e-mail c.taddo@cityssm.on.ca.

Proposals must be limited to twenty (20) pages, single sided including appendices.

1.4 Withdrawal of Proposal

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

1.5 Informal Proposals

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

1.6 Proposal Evaluation

The successful consultant will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process.

- 1) Consulting Team's ability outlining corporate profile in the flooding assessments related to municipal infrastructure;
- 2) Relevant past experience on similar projects with particular reference to the Municipal Class EA process, flooding, drainage studies, stormwater management knowledge, and experience working in Northern Ontario;
- 3) Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;
- 4) Detailed proposed work program methodology;
- 5) A detailed schedule recognizing critical deliverables, progress meetings and timelines;
- 6) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be

REQUEST FOR PROPOSAL

City of Sault Ste. Marie

Flooding Assessment - Class Environmental Assessment

limited by a fee estimate which the consultant will include in its proposal. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a MEA/CEO agreement for engineering services subject to Article 5 amendments. These terms of reference will form part of that agreement; and

- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing, in addition to confirmation of receipt of specified addendums where applicable.

The above list of criteria represents areas which are to be specifically addressed in the proposal. Four (4) copies of the complete proposal submission must be received. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

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

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

1.7 Conditions and Requirements of Work

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

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

REQUEST FOR PROPOSAL

City of Sault Ste. Marie

Flooding Assessment - Class Environmental Assessment

1.8 Proposal Left Open

The Proponent shall keep their proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

- (A) Release of RFP: October 31, 2019
- (B) Submission of Proposal: November 21, 2019
- (C) Recommendation: January 6, 2019
- (D) Signing of Agreement: January 20, 2020
- (E) Commencement of Services: January, 2020
- (F) Completion: December 31, 2020

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

1.10 Incurred Costs

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

1.11 Alterations to Documents

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

1.12 Confidentiality

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

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City of Sault Ste. Marie

Flooding Assessment - Class Environmental Assessment

1.13 Municipal Freedom of Information & Protection of Privacy Act

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

1.14 Indemnification

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

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

2.0 TERMS OF REFERENCE

2.1 Background

Overland and basement flooding requires review in two subject areas near People's Road and vicinity. Two maps have been attached depicting drainage areas of concern. Due to the overlap of sanitary and storm issues as they relate to flooding, it is intended that both drainage areas identified in Appendix A and B, be assessed for both concerns.

The Peoples Road drainage area is approximately 370ha starting at the East Davignon Creek at Churchill Avenue, extending to People's Road and north of Fourth Line. Within this area, there have been a number of areas of concern with localized flooding during heavy rainfall and snow melt events. Some of these locations include the Greenwood Cemetery, the ditch along the rear of the Peoples Road properties, the Greenfield subdivision, Hillside neighbourhood, Elliott Road, Hill Street and Johnson Avenue. A map of the drainage area and some of the known problem areas has been included in Appendix A.

A secondary area that has been included for review, is identified in Appendix B. The City has received calls about basement flooding during large storm events. The map depicts the sanitary drainage area upstream of the Sussex Road and Farwell Terrace intersection, of approximately 837 ha. Over time the area has seen several changes such as:

- In the 1980's storage and a hydrobrake was incorporated into the People's Road sanitary system, near the Elliott Road and People's Road intersection.
- The landfill leachate system was added to the system.
- The White Oak Drive sanitary sewer diversion project was implemented.

Both areas are intended to be reviewed in terms of flooding concerns. City information regarding calls can be provided to the successful Consultant for use within the context of the EA.

2.2 Scope

The following forms the anticipated scope of work:

- 1) Allowance for a Schedule B Class EA where required;
- 2) Separate allowance for further Class EA work, where a Part II Order request has been submitted;
- 3) Separate allowance for an upgrade to a Schedule C Class EA if required;

REQUEST FOR PROPOSAL

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Flooding Assessment - Class Environmental Assessment

- 4) Allowance for potential geotechnical investigation and other additional investigations which may be required as part of the EA process;
- 5) Collection and review of background documentation on existing works;
- 6) Field investigation of existing critical infrastructure;
- 7) Review drainage areas and complete capacity analysis of the drainage areas;
- 8) Review and identify proposed alternatives for improvements;
- 9) Assessment of property acquisition needs (if necessary) of the preferred alternative and preparation of land acquisition plans;
- 10) Liaison with key stakeholders; and
- 11) Participate in project meetings throughout the project including, but not limited to: project initiation, staff workshop, and monthly progress updates as required.

The deliverables of this project shall include, at a minimum, a capacity assessment report, a project file or Environmental Study Report with a preferred alternative and a property acquisition plan.

Permit fees, and application fees will be paid for directly by the City.

2.3 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;
- Ontario Heritage Amendment Act;
- O. Reg. 176/06: Sault Ste. Marie Region Conservation Authority: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, and;

Any approvals, or documentation required by federal or provincial authorities related to the assessment shall form part of the scope of work.

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**APPENDIX A – East Davignon Creek at Churchill Avenue Storm
Drainage Areas**

REQUEST FOR PROPOSAL

City of Sault Ste. Marie

Flooding Assessment - Class Environmental Assessment

**APPENDIX B – Upstream of Sussex Road at Farwell Terrace
Sanitary Drainage Area**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-23

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

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

1. **STREETS ESTABLISHED AND ASSUMED**

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

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2020-23

1. PART CENTRAL CREEK DRIVE

PIN 31596-0012 (LT)
PCL 11-1 SEC 1M519, BLK 11 PL 1M519 KORAH; SAULT STE. MARIE

2. PART FIFTH LINE EAST

PART PIN 31508-0163 (LT)
PT SEC 8 TARENTORUS PT 1 1R13621; SAULT STE. MARIE

3. PART BLACK ROAD

PART PIN 31515-0295 (LT)
PT LT 1 CON 4 ST. MARY'S PT 1 1R13417; SAULT STE. MARIE

4. PART QUEEN STREET EAST

PART PIN 31519-0279 (LT)
LT 18 RCP H726 ST. MARY'S; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-25

PROPERTY: (PR1.2) A by-law to declare the City owned property legally described as PIN 31545-0370 (LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE being civic 4 Wemyss Street, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-26

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 January 1, 2020 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a The Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of One Hundred And Seventy-Five Thousand (\$175,000.00) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

The Ontario Bushplane Heritage and Forest Fire Educational Centre

o/a The Canadian Bushplane Heritage Centre

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2020 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Subject to the Terms of this Agreement, provide the Recipient the sum of \$175,000, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
- ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C".

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) 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 Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Executive Director
Canadian Bushplane Heritage Centre
55 Church Street
Sault Ste. Marie, ON

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

**THE ONTARIO BUSHPLANE HERITAGE
AND FOREST FIRE EDUCATIONAL CENTRE
o/a The Canadian Bushplane Heritage
Center**

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Canadian Bushplane Heritage Centre (CBHC) preserves and tells the story of Canada's bushplane and forest fire protection heritage and how it has shaped life in northern and remote parts of Canada. The CBHC collects, preserves, exhibits and interprets a collection of bushplanes and related material and promotes public understanding of their significance. The CBHC serves as a venue for events, presentations and public gatherings as well as hosts numerous volunteer and community service activities.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	\$87,500
Other operational expenses, including minor capital	\$87,500
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	\$175,000

3. MAXIMUM FUNDS \$175,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 2, 2020	\$87,500
June 1, 2020	\$87,500

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient as soon as practicable and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2020

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Canadian Bushplane Heritage Centre

1. Use of Funds: Provide a detailed description of the approved use of funds.
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2020	2019	2018	2017
Number of Visitors-Paid Admissions				
Number of Events/Programs				
Number of Visitors-Events/Programs				
Revenue:				
City Grant				
Other Grants				
Donations				
Admissions/Memberships				
Other (specify)				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2021 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-27

AGREEMENT: (S1.2) A by-law to authorize the execution of the Agreement between the City and Algoma University for a grant in the amount of Forty Thousand (\$40,000.00) Dollars for activities undertaken to attract international students to Sault Ste. Marie.

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 January 1, 2020 between the City and Algoma University, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Forty Thousand (\$40,000.00) Dollars for activities undertaken to attract international students to Sault Ste. Marie.

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 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Algoma University

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient on an annual basis to assist in the provision of financial scholarships for local students and marketing and recruitment initiatives,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2020 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$40,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Activities undertaken to attract international students to Sault Ste. Marie
 - b. Number of international students

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) 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 Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate

termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

DEPPUTY CITY CLERK – MADISON ZUPPA

Algoma University

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Algoma University provides two scholarships for local students funded by the City's grant:

- 1) The Corporation of the City of Sault Ste Marie Admission Scholarship I - \$2,000 renewable for up to 3 additional years, to top graduates from each secondary school in Sault Ste. Marie
- 2) The Corporation of the City of Sault Ste. Marie Admission Scholarship II - \$2,000 renewable for up to 3 additional years, to a resident of Sault Ste. Marie

Algoma University will direct \$20,000 towards marketing and recruitment initiatives to drive growth at the Sault Ste. Marie campus. These funds will support international and national recruitment and student growth, which also assists in promoting the community of Sault Ste. Marie, supporting economic and community development, building the City's labour force, advancing the growth of post-secondary institutions locally, inviting immigration and welcoming newcomers and advancing Indigenous relationships.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Local student scholarships	\$20,000
International recruitment for Algoma University SSM campus	\$20,000
Total:	\$40,000

3. MAXIMUM FUNDS \$40,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

June 1, 2020 \$40,000

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2020

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Algoma University

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2020	2019	2018	2017
Activities undertaken to attract international students to Sault Ste. Marie				
Number of international students				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2021 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-28

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and Soo Pee Wee Arena for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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 January 1, 2020 between the City and Soo Pee Wee Arena, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant equal to the total annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full.

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 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Soo Pee Wee Arena

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2020 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule “B”;
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient’s financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule “C”. This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Ice utilization percentage for both primetime and non-primetime
 - b. Major capital projects completed
 - c. Funding received

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days’ written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) 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 Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

~~CITY CLERK – RACHEL TYCZINSKI~~
DEPUTY CITY CLERK - MADISON ZUPPA

Soo Pee Wee Arena

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant	\$19,551
Total:	\$19,551

3. MAXIMUM FUNDS \$19,551

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2020 or subsequent if property taxes not paid in full by September installment date.

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2020

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Soo Pee Wee Arena

1. Use of Funds: Provide a detailed description of the approved use of funds.
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2020	2019	2018	2017
Ice utilization % - primetime				
Ice utilization % - non-primetime				
Major capital projects completed				
Funding received				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2021 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-29

AGREEMENT: (C3.22) A by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

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 January 1, 2020 between the City and The Art Gallery of Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Two Hundred and Eighty Thousand Seven Hundred and Eighty-Five (\$280,785.00) Dollars to assist with the provision of art and culture to the residents of Sault Ste. Marie and other visitors.

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 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

The Art Gallery of Algoma

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2020 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$280,785, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
- ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors
 - b. Number of members
 - c. Number of events/exhibits
 - d. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) 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 Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

The Art Gallery of Algoma

NAME

(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Art Gallery of Algoma (AGA) is a non-profit public art gallery whose mission is to celebrate culture, educate visitors and enrich lives through visual art. The City provides funding dollars to assist in the operating costs and to allow the AGA to bring new and exciting arts programming to Sault Ste. Marie.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	\$140,400
Other operational expenses, excluding capital	\$140,385
Unused funding for salary and benefits may be used for other Operational expenses as long as total grant approved is not exceeded	
Total:	\$280,785

3. MAXIMUM FUNDS \$280,785

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 2, 2020	\$46,797.50
March 2, 2020	\$46,797.50
May 1, 2020	\$46,797.50
July 2, 2020	\$46,797.50
September 1, 2020	\$46,797.50
November 2, 2020	\$46,797.50

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2020

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: The Art Gallery of Algoma

1. Use of Funds: Provide a detailed description of the approved use of funds.
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2020	2019	2018	2017
Number of Visitors-Paid Admissions				
Number of Events/Programs				
Number of Visitors-Events/Programs				
Revenue:				
City Grant				
Other Grants				
Donations				
Admissions/Memberships				
Other (specify)				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2021 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

[illegible]

Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2020-30

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 226 to the Official Plan for the City of Sault Ste. Marie (Bellex Corporation in care of: Joe Ruscio and John Martella, 22 MacDonald Avenue).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 226 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

tj\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\2020-30(OP) 2020-31(Z) 2020-32(DC) 22 MacDonald\2020-30 (OP).docx

**AMENDMENT NO. 226
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Housing Policies of the Plan.

LOCATION

WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553, LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PARTS 1, 2 & 3 1R13427; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 1R13427 AS IN AL187716; SAULT STE. MARIE at the northwest corner of MacDonald Avenue and Gladstone Avenue, civic no. 22 MacDonald Avenue.

BASIS

This Amendment is necessary in view of a request to construct a 65-unit apartment building upon the subject property with no 'affordable units', whereas Housing Policy 6 (HO.6) requires at least 30% of the units to be affordable in this instance.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

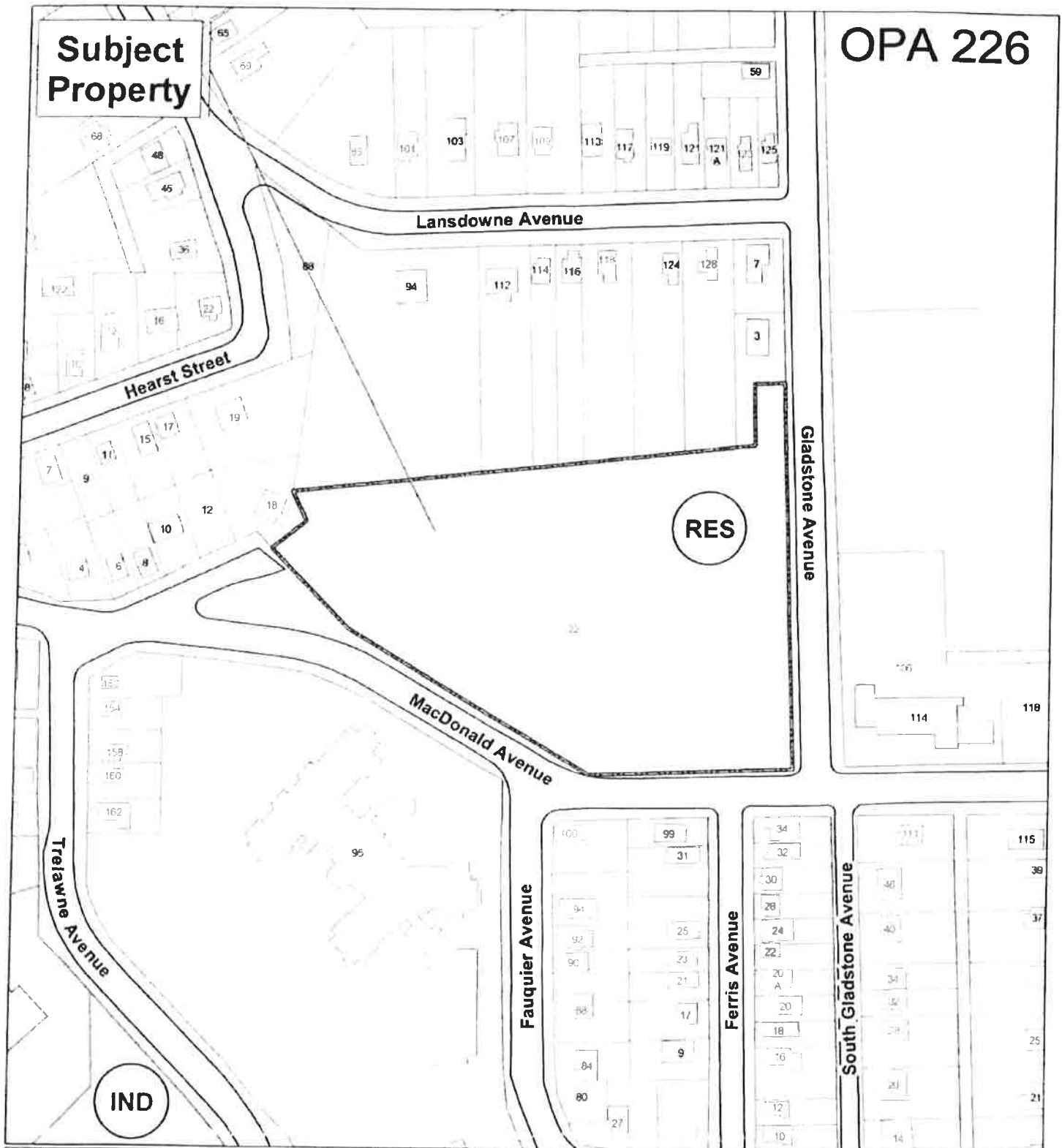
150. Notwithstanding Housing Policy 6 (HO.6) of the Official Plan, the property described as WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553, LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PARTS 1, 2 & 3 1R13427; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 1R13427 AS IN AL187716; SAULT STE. MARIE located at the northwest corner of MacDonald Avenue and Gladstone Avenue, civic no. 22 MacDonald Avenue, is not required to provide any affordable units within the proposed residential development.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

OPA 226

Subject Property



IND

RES

Application Map Series

Subject Property ✓ Official Plan Landuse
Existing Zoning : Aerial Image
Official Plan Amendment

Property Information

Civic Address: 22 MacDonald Avenue
Roll No.: 020032069000000
Map No.:
Application No.: A-19-19-Z-OP
Date Created: December 2, 2019

Legend



City of 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

0 10 20 40 meters



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-31

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Bellex Corporation in care of: Joe Ruscio and John Martella).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **22 MACDONALD AVENUE; LOCATED ON THE NORTHWEST CORNER OF MACDONALD AND GLADSTONE AVENUES; CHANGE FROM PR TO R5 WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Schedule "A" to By-law 2005-150, is changed from PR (Parks and Recreation) zone to R5.S (High Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(391) and heading as follows:

"2(391) 22 MacDonald Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northwest corner of MacDonald and Gladstone Avenues and having civic no. 22 MacDonald Avenue and outlined and marked "Subject Property" on the map attached as Schedule 391 hereto is changed from PR (Parks and Recreation) zone to R5.S (High Density Residential) zone, subject to the following special exception:

- a. That the proposed apartment building not exceed 8 storeys.
- b. That the total number of residential units on-site not exceed 65."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 226.

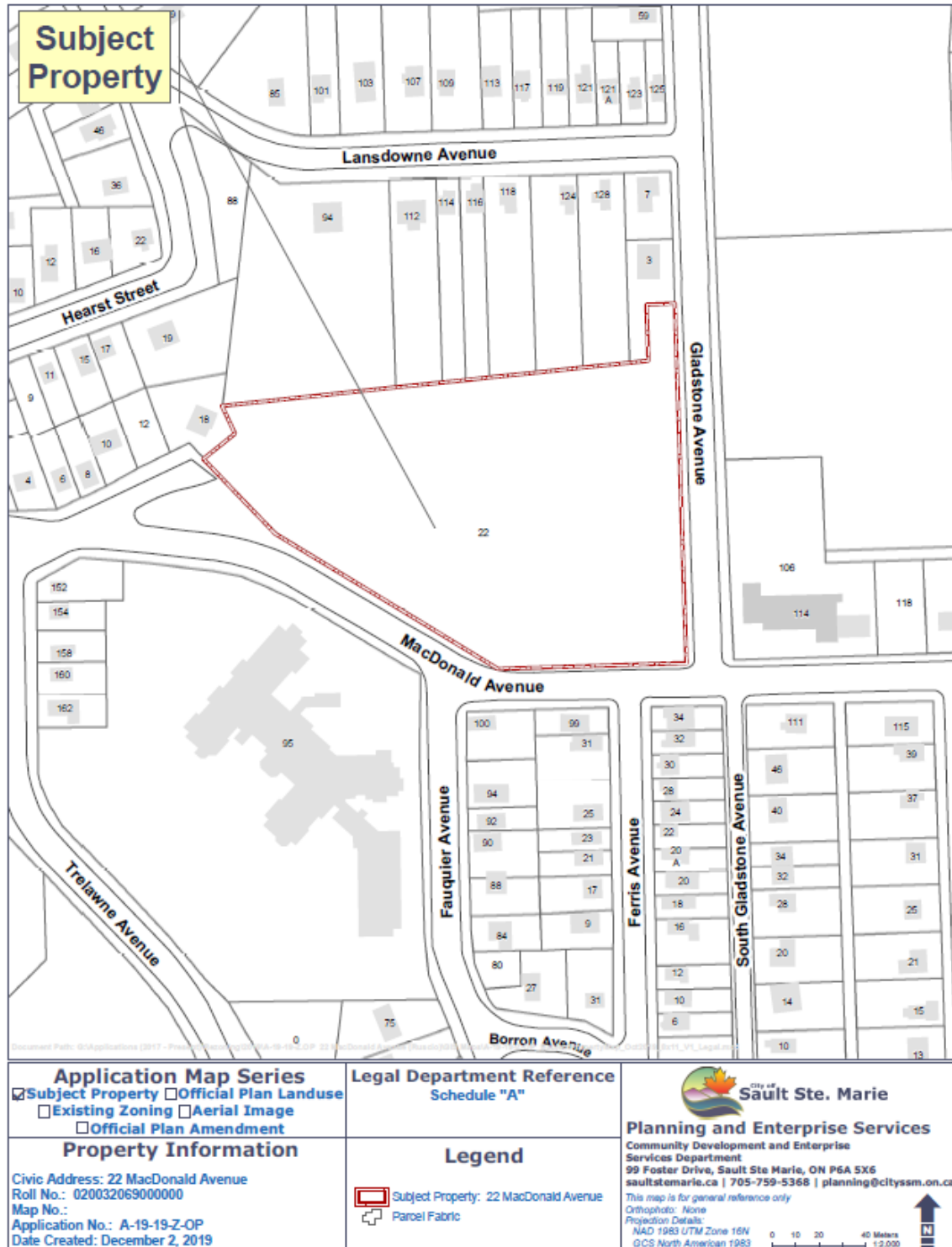
PASSED in Open Council this 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

tj\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2020\2020-30(OP) 2020-31(Z) 2020-32(DC) 22 MacDonald\2020-31 (Z).docx

SCHEDULE "A" TO BY-LAW 2020-31 AND
SCHEDULE 391 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-32

DEVELOPMENT CONTROL: A by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Bellex Corporation in care of: Joe Ruscio and John Martella).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

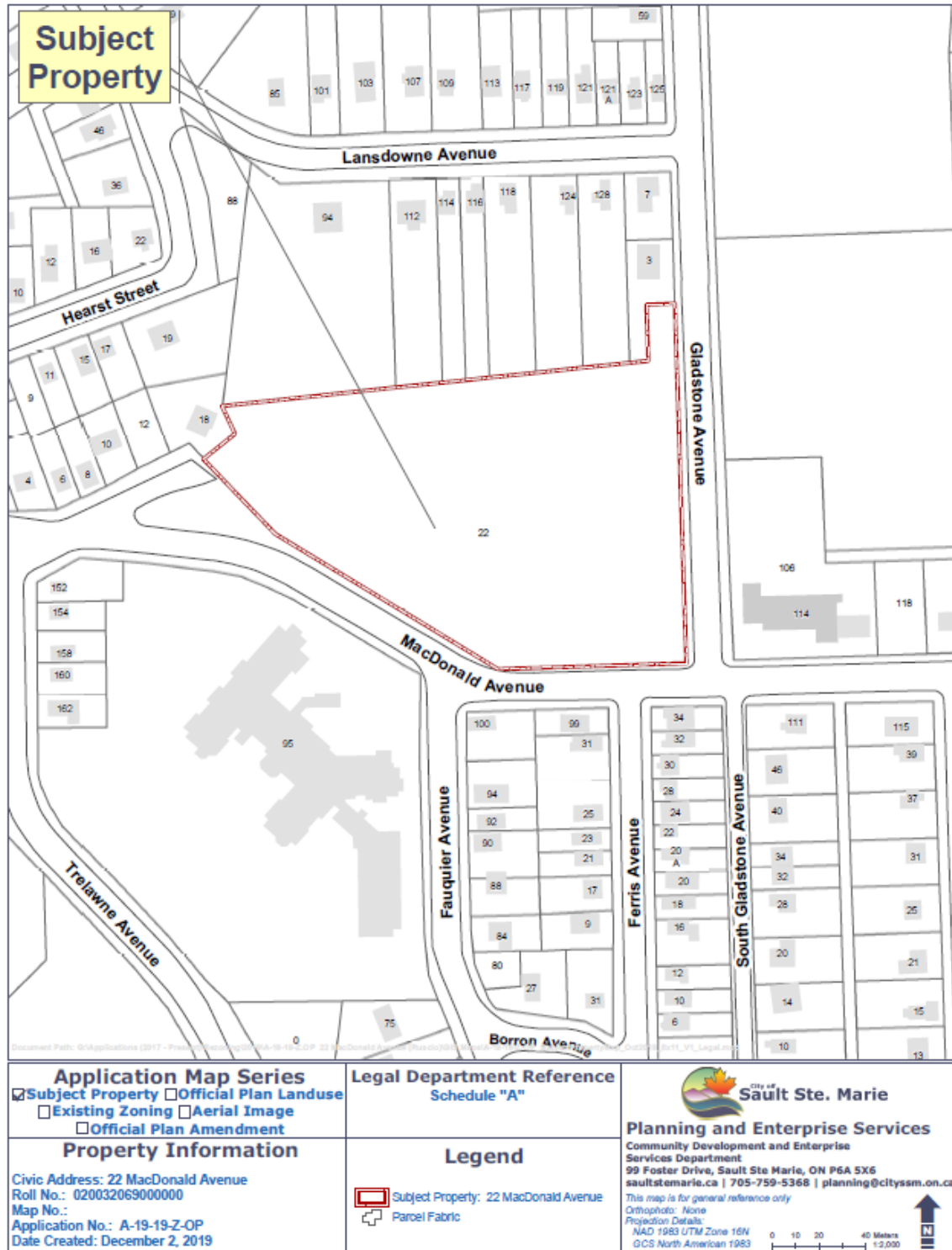
This by-law takes effect from the date of its final passing.

PASSED in open Council this 20th day of January, 2020.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2020-32



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-33

AGREEMENT: (AG) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, for utilization of 57 Des Chenes Drive (Point Des Chenes Park).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 20, 2020 between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, a copy of which is attached as Schedule "A" hereto. This Agreement is for utilization of 57 Des Chenes Drive (Point Des Chenes Park).

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

LICENSE AGREEMENT

BETWEEN:

The City of Sault Ste. Marie (the "LICENSOR")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of National Defence (the "LICENSEE")

WHEREAS the LICENSOR is the owner of a property located at 57 Des Chenes Dr, Sault Ste. Marie, ON P6A 5K6 in the Province of Ontario (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of military training to conduct the deployment of an artillery battery;

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter and use all of subject property the Premises for the purpose of conducting dry training confirm the techniques, tactic and procedures learned while conducting a Basic Winter Warfare Course. Equipment will include Land Over Snow Vehicles to be used as safety vehicles, shelters and assorted winter survival equipment. Radios and weapons with no ammunition will also be used.

2. TERM

The term of this agreement shall be from 31 1800 January 2020 until 02 1800 February 2020.

3. LICENSE FEE

Total consideration for the use of the Premises is \$1.00, and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, including the laws of Canada.

IN WITNESS WHEREOF this agreement has been executed by Sault Ste. Marie Region Conservation Authority and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness
Printed Name: _____

SIGNED, SEALED AND DELIVERED
in the presence of

Witness
Printed Name: _____

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF NATIONAL
DEFENCE**

Per: _____
Name: Maj. J. Bye Date _____
Title: Officer Commanding
RP Ops Det Petawawa

Per: _____
Name: Mayor - Christian Provenzano Date _____

Per: _____
Name: Deputy City Clerk - Madison Zuppa Date _____
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-34

AGREEMENT: (F1) A by-law to authorize the execution of the Agreement between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. for a grant for up to Twenty Five Thousand (\$25,000) Dollars to assist with reducing the cost of policing and paying rewards.

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 January 1, 2020 between the City and Crime Stoppers of Sault Ste. Marie and District of Algoma Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant for up to Twenty Five Thousand (\$25,000) Dollars to assist with reducing the cost of policing and paying rewards.

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 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

CRIME STOPPERS OF SAULT STE. MARIE AND DISTRICT OF ALGOMA INC.

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with reducing the cost of policing and paying rewards,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2020 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$25,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of calls received leading to an arrest
 - b. Activities undertaken to raise awareness

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) 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 Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

**CRIME STOPPERS OF SAULT STE. MARIE
AND DISTRICT OF ALGOMA INC.**

NAME

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. provides the community with a tool to anonymously report criminal activity and contribute to an improved quality of life in the District of Algoma. Crime Stoppers pays rewards for tips that lead to arrests or successful conclusions. The City contributes an amount to assist with reducing the cost of policing and paying rewards.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Rewards for tips	\$25,000
Total:	\$25,000

3. MAXIMUM FUNDS \$25,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account when claims are received and approved.

5. EXPIRY DATE

December 31, 2020

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Crime Stoppers of Sault Ste. Marie and District of Algoma Inc.

1. Use of Funds: Provide a detailed description of the approved use of funds.
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2020	2019	2018	2017
Number of calls received leading to an arrest				
Activities undertaken to raise awareness				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2021 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-35

AGREEMENT: (C3.51) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for a grant for up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 January 1, 2020 between the City and Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society for a grant for up to Two Hundred Forty Six Thousand Ninety One (\$246,091) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2020 (the "Term") unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any

change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$246,091, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C".

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

**Sault Ste. Marie & 49th Field Regiment
R.C.A. Historical Society**

NAME

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society, more commonly known as (or carrying on business as) the Sault Ste. Marie Museum is a non-profit, charitable organization for the citizens of Sault Ste. Marie and the District of Algoma, as well as visitors to the community. The City provides funding dollars to assist in the operating costs and to allow the Sault Ste. Marie Museum to collect, preserve, study and exhibit artifacts and archival materials which illustrate the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits for permanent staff	\$126,091
Other operational expenses, including • minor capital • funds used to leverage upper levels of government funding to enhance program delivery including temporary/contract employee salary/benefits.	\$120,000
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	\$246,091

3. MAXIMUM FUNDS \$246,091

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

January 2, 2020	\$61,522.75
April 1, 2020	\$61,522.75
July 2, 2020	\$61,522.75
October 1, 2020	\$61,522.75

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2020

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society

1. Use of Funds: Provide a detailed description of the approved use of funds.
2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide explanation.

	YTD 2020	2019	2018	2017
Number of Visitors-Paid Admissions				
Number of Events/Programs				
Number of Visitors-Events/Programs				
Revenue:				
City Grant				
Other Grants				
Donations				
Admissions/Memberships				
Other (specify)				

3. Other Performance Measures:

- a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

- b. If not, provide an explanation why and how it affected the Project.

4. 2021 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE “D”

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

[illegible]

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

Signature/Title

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-36

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XV.

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 January 8, 2020 between the City and Gough Masonry Ltd., a copy of which is attached as Schedule "A". Due to the high volume of pages and the fact that CCDC2 Contract is a secure file, a copy of Schedule "A" may be viewed at the City Clerk's Department. This Agreement is for the Municipal Mausoleum Phase XV (Holy Sepulchre Cemetery).

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law and is available for viewing in the Clerk's Department.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 20th day of January, 2020.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – MADISON ZUPPA

**Municipal Mausoleum Phase XV
(2019CDE-CS-CM-03-T)**

27 Fourth Line East, Sault Ste. Marie, Ontario

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

Volume 2 - Specifications

Divisions 00 - 15

Issued for Tender

Project Number

19041

Date

07 November 2019

IDEa

IDEa inc.
Integrated Design Engineering +
Architecture
421 Bay Street, Suite 507
Sault Ste. Marie, Ontario P6A 1X3
P (705) 949-5291
www.integrateddesign.ca

<u>Architects Project Number</u>	19041
<u>Owners Project Number</u>	(2019CDE-CS-CM-03-T)
<u>Project Name</u>	Municipal Mausoleum, Phase XV (2019CDE-CS-CM-03-T) 27 Fourth Line East, Sault Ste. Marie, Ontario
<u>Owner</u>	The Corporation of the City of Sault Ste. Marie Civic Centre, 99 Foster Drive Sault Ste. Marie, ON P6A 5X6
<u>Prime Consultant</u> <u>Architectural:</u>	IDEA Inc. 421 Bay Street Sault Ste. Marie, ON P6A 1X3 Phone (705) 949-5291 Fax (705) 949-5292 Partner-In-Charge Franco Pastore Project Manager Curtis Berkenbosch
<u>Mechanical and Electrical</u>	IDEA Inc. 421 Bay Street Sault Ste. Marie, ON P6A 1X3 Phone (705) 949-5291 Fax (705) 949-5292 Partner-In-Charge Jeanette Biemann Project Manager Mechanical Justin Campbell Project manager Electrical - Shane Lever
<u>Structural and Civil Consultant</u>	Tulloch Engineering Inc. 71 Black Road – Unit 8, Sault Ste. Marie, ON P6B 0A3 Phone (705) 949 1457 email alvin.olar@tulloch.ca Engineer Alvin Olar

Section	Rev	Title	Consultant	Pages
VOLUME 2 – DIV. 00-07 SPECIFICATIONS				
Division 00 – Procurement Requirements				
00 00 10	0	Title Page	IDEA-A	1
00 01 11	0	Table Of Contents	IDEA-A	2
00 01 15	0	List Of Contract Drawings	IDEA-A	1
00 21 13	0	Instructions To Bidders	IDEA-A	10
00 41 13	0	Tender Form	IDEA-A	2
00 41 13a	0	Tender Form – Appendix A	IDEA-A	1
00 41 13b	0	Tender Form – Appendix B (Separate and Alternate Prices)	IDEA-A	1
00 41 13c	0	Tender Form - Appendix C (Unsolicited Bidders Alternates)	IDEA-A	1
00 60 00	0	Bonding Requirements	IDEA-A	2
00 73 10	0	Supplementary General Conditions	IDEA-A	10
00 90 00	0	Addenda	IDEA-A	1
Division 01 – Contract Requirements				
01 11 00	0	Summary Of Work	IDEA-A	2
01 14 00	0	Work Restrictions	IDEA-A	2
01 21 00	0	Allowances	IDEA-A	2
01 23 10	0	Separate and Alternate Prices	IDEA-A	2
01 29 00	0	Payment Procedures	IDEA-A	4
01 29 00a	0	Schedule Of Values Sample	IDEA-A	4
01 29 83	0	Testing and Inspection Payment Procedures	IDEA-A	2
01 31 19	0	Project Management And Coordination	IDEA-A	9
01 32 16	0	Construction Progress Schedule	IDEA-A	4
01 33 00	0	Submittal Procedures	IDEA-A	11
01 35 29	0	Health And Safety Requirements	IDEA-A	3
01 45 00	0	Quality Control	IDEA-A	2
01 51 00	0	Temporary Utilities	IDEA-A	3
01 52 00	0	Construction Facilities	IDEA-A	4
01 56 00	0	Temporary Barriers And Enclosures	IDEA-A	2
01 61 00	0	Common Product Requirements	IDEA-A	4
01 71 00	0	Examination and Preparation	IDEA-A	3
01 73 00	0	Execution	IDEA-A	2
01 74 11	0	Cleaning	IDEA-A	3
01 74 21	0	Waste Management And Disposal	IDEA-A	12
01 77 00	0	Closeout Procedures	IDEA-A	2
01 78 00	0	Closeout Submittals	IDEA-A	1
Division 02 - Existing Conditions				
Division 03 - Concrete				
03 11 00	0	Concrete Forming	TULLOCH	7
03 20 00	0	Concrete Reinforcing	TULLOCH	5
03 30 00	0	Cast-In-Place Concrete	TULLOCH	8
Division 04 - Masonry				
04 41 20	0	Granite Facing & Masonry	IDEA-A	3
04 41 21	0	Granite Anchor Illustrations	IDEA-A	10
04 41 22	0	Crypt Sealers Illustration	IDEA-A	1

<u>Section</u>	<u>Rev</u>	<u>Title</u>	<u>Consultant</u>	<u>Pages</u>
Division 05 - Metals				
Division 06 - Wood, Plastics, and Composites				
Division 07 - Thermal and Moisture Protection				
07 45 00	0	Fibreglass Closures	IDEA-A	1
07 51 00	0	Modified Bitumen Built-Up Roofing	IDEA-A	6
07 62 00	0	Metal Flashing & Trim	IDEA-A	1
Division 08 - Openings				
Division 09 - Finishes				
Division 10 - Specialties				
Division 11 - Equipment				
Division 12 - Furnishings				
Division 13 - Special Construction				
Division 14 - Conveying Equipment				
Division 21 - Mechanical				
15 01 00	0	Mechanical	IDEA-M	1
15 01 00	0	Vent-Drain Unit Illustration	IDEA-M	1
Division 22 - Plumbing				
Division 26 - Electrical				
Division 31 - Earthwork				
31 00 99	0	EARTHWORK	TULLOCH	3
31 22 13	0	ROUGH GRADING	TULLOCH	4
31 23 33.01	0	EXCAVATING TRENCHING AND BACKFILL	TULLOCH	3
Division 32 - Exterior Improvements				
32 14 00	0	PRECAST INTERLOCKING PAVING	TULLOCH	5
32 91 21	0	TOPSOIL PLACEMENT, PLAY SNAD AND GRADING	TULLOCH	5
32 92 19.16	0	HYDRAULIC SEEDING	TULLOCH	7
Division 33 - Site Infrastructure/Utilities				

END OF SECTION

PART 1 - GENERAL

1.1 The Agreement

- .1 The Canadian Construction Document #2 2008 edition.

1.2 Specification

- .1 The Specification in its entirety, refer to Section 00 01 11, Table of Contents. This includes the General Conditions and Supplementary Conditions to the CCDC#2 (2008) Document.

1.3 Drawings

- .1 The following is the list of Drawings for the Project, dated
07 November 2019

Title	
	Title Sheet
Civil	
c 0.00	Existing Conditions & Removal Plan
c 1.00	Proposed Site & Grading Plan
c 1.10	General Layout Plan
c 1.20	Detailed Layout Plan
c 1.30	Detailed Brick Patterning
Architectural	
a 1.00	Site Plan
ar 1.01	Site Services Plan Existing / Removals
a 1.01	Site Services Plan New
a 2.00	Floor Plan
a 3.00	Roof Plan
a 4.00	Elevations
a 5.00	Building Sections
a 7.00	Section Details
a 9.00	Plan Details
Structural	
s 01	Structural Foundation Plan & General Notes
s 02	Structural Floor Plan
s 03	Structural Roof Plan
s 04	Structural Section
s 05	Structural Sections and Details

END OF SECTION

PART 1 - GENERAL

1.1 INVITATION

- .1 Tender Call
- .1 **Tender Submissions:**, Offers signed under seal, executed, and dated will be received on or before:
- 12:00:00 (12:00:00 p.m.) local time on the
5th Day of December, 2019**
- .1 Primary Tender Submissions, original, hardcopy, signed and executed tenders, will be received at one of the two locations indicated below:
- .2 Address and deliver Tender Submissions to the following location:
- Tender for
Municipal Mausoleum Phase XV
(2019CDE-CS-CM-03-T)**
- The Corporation of the City of Sault Ste Marie
City Clerk's Office, Civic Centre
99 Foster Drive
Sault Ste Marie, Ontario
P6A 5X6
Phone Number: (705) 759-5388**
- .2 Offers submitted after above time will be returned to bidder unopened.

1.2 TENDER OPENING

- .1 Tenders will be opened in a **Public** opening as follows:
- .1 Date 5th day of December 2019.
- .2 Time 15:00 (3:00 pm)
- .3 Location: in the Steelton Room of the
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario

1.3 REFERENCES

- .1 Where reference to Owner is made in the Contract Documents it shall mean the:
- Corporation of the City of Sault Ste. Marie**
- .2 Where reference to Consultant, Architect or Engineer is made in the Contract Documents it shall mean:
- IDEA Inc.**

1.4 INTENT

- .1 Intent of this Tender call is to obtain an offer to perform work to complete project known as:

Municipal Mausoleum Phase XV

(2019CDE-CS-CM-03-T)

27 Fourth Line East, Sault Ste. Marie, Ontario.

- .2 Tenders are called for a Stipulated Price contract, in accordance with Contract Documents
- .3 Perform Work within time stated in Section 01 11 00 - Summary of Work and as further described and detailed in the Contract Documents
- .4 Accept the "Letter of Intent" as the contract award date and initiate work within five (5) days of receipt of said letter.

1.5 PROJECT IDENTIFICATION

- .1 Architects Project Number: **19041**
- .2 Owners Project Number: **(2019CDE-CS-CM-03-T)**
- .3 Architects Project Name: **Municipal Mausoleum Phase XV**
- .4 The Architects Project Number, Owners Project Number and Project Name ***shall*** appear as a header to ***ALL*** correspondence related to the project.

1.6 CONTRACT/BID
DOCUMENTS

- .1 Agreement Form
- .1 Contract Documents: Defined in **CCDC2 – 2008** Edition, Definitions
- .2 And as amended with Supplementary General Conditions as described in Section 00 73 00.
- .2 Tender Documents: Contract Documents, including Drawings and Specifications, supplemented with Instructions to Tenders (Addenda), Tender Form, and Tender Supplementary Forms identified herein:
- .1 Tender, Offer, or Bidding: Act of submitting an offer under seal
- .2 Tender Price: Monetary sum identified in Tender Form as an offer to perform work
- .3 Availability
- .1 Tender Documents may be obtained be digitally thru the Construction Associations,
- .2 Tender documents are not available via hardcopy.
- .3 Tender Documents will be made available to Construction Associations and Plans Rooms, a copy will be sent to the SSM and Sudbury Construction association(s). They are encouraged to share them with any and all other plans rooms.
- .4 Tender Documents are made available only for purpose of obtaining offers for this project. Their use does not confer

license or grant for other purposes.

- .4 Examination
 - .1 Upon receipt of Tender Documents verify that documents are complete.
 - .2 Immediately notify Consultant upon finding discrepancies or omissions in Tender Documents.
 - .3 Contractor shall be held to have carefully examined all drawings, specification, schedules, and site for all trade-work and to be familiar with all conditions, requirements and limitations pertaining to the work.
 - .4 Examine the specifications and drawings thoroughly. Report to Architect all ambiguities, discrepancies, omissions, errors, departures from Building By-Laws, or from good practice, discovered during examination as early in the tender period as possible to allow clarification by addenda to be issued to all bidders. No claims for extra payment will be considered for work, expense or difficulties which are reasonably inferable from an examination of the documents prior to the closing of tenders.
 - .5 The drawings and specifications complement each other and neither is to be considered alone. Hence, any item omitted in one, but mentioned or implied in the other, must be provided.
 - .6 Bidders finding discrepancies or omissions in the drawings or specifications shall at once notify the Consultant who shall send written instructions to all bidders. Bidders may, during the tender period, be advised by addenda of any additions, alterations or deletions to the specifications and drawings. All such changes shall be covered by the tender and become part of the contract documents.
 - .7 If any person submitting a bid on this project is in doubt as to the true meaning and intent of any part of the specifications or other documents, he must request an interpretation from the Consultant. If such interpretation is not requested, the bids will be presumed to be based on the interpretation or directions that may be subsequently given by the Consultant after award of the Contract, in accordance with the provisions of the Contract.

1.7 TENDER REGISTRATION

- .1 General Contractors and all Sub Contractors are encouraged to register with the Consultant to be placed on the master bidding list.
 - .1 Send an email to: info@integrateddesign.ca
And
cdear@integrateddesign.ca
 - .2 Include the following information in the email.
 - .1 Subject Line
 - .1 "Project Number – Project Name - Bidders List"
 - .2 Body of the email
 - .1 General Contractor or Sub-contractor
 - .1 Discipline/Trade if sub-contractor
 - .2 Company name
 - .3 Address
 - .4 Contact Person

- .5 Phone number
- .6 Email address

- .2 The bidders agree that they register at their own risks and further agree that all information may be shared among publicly.
- .3 The consultant nor owners are not liable for any errors or omissions in the Bidders list.

1.8 TENDER QUERIES

- .1 All Queries, Requests for Clarification and Requests for Approved Alternates by bidders must be provided in writing; verbal queries will not be accepted.
 - .1 All inquiries shall be made via Email. Phone, Fax or other messaging will not be considered.
 - .2 Include project Architects Project Number and Project Name in email subject line of the email.
- .2 Questions pertaining to the content of the contract documents, scope of work, etc. shall be directed to the design Consultants. Queries may be directed to the consultant responsible for the discipline as indicated in the Specification Table of Contents or Drawing Sheet title-block, but a copy must be sent to the Prime Consultant Project Manager and the Owner's Representative
 - .1 Prime and Architectural Consultant
IDEA Inc.
421 Bay Street, Suite 507
Sault Ste. Marie, Ontario
P6A 1X3
Project Manager: Curtis Berkenbosch
Email: cberkenbosch@integrateddesign.ca
 - .2 Civil Consultant
Tulloch Engineering Inc.
71 Black Road - Unit 8
Sault Ste. Marie, Ontario
P6B 0A3
Project Manager: Alvin Olar
Email: alvin.olar@tulloch.ca
 - .3 Structural Consultant
Tulloch Engineering Inc.
71 Black Road - Unit 8
Sault Ste. Marie, Ontario
P6B 0A3
Project Manager: Alvin Olar
Email: alvin.olar@tulloch.ca
 - .4 Mechanical Plumbing
IDEA Inc.
421 Bay Street, Suite 507
Sault Ste. Marie, Ontario
P6A 1X3
Project Manager: Justin Campbell

Email: jcampbell@integrateddesign.ca

.5 Electrical
IDEA Inc.
421 Bay Street, Suite 507
Sault Ste. Marie, Ontario
P6A 1X3
Project Manager: Shane Lever
Email: slever@integrateddesign.ca

- .3 All Queries, Requests for Clarification and Requests for Approved Alternates by bidders must be received at the office of the consultant, not less than **eight (8) working days** before time set for receipt of Tenders.
- .4 Verbal answers by the Owner or Consultant will not be binding unless confirmed by written addenda.
- .5 Reply will be in form of written addendum, a copy of which will be forwarded to registered bidders and construction associations no later than **three (3) working days** before receipt of Tenders.

1.9 PROPOSED SUBSTITUTIONS

- .1 Refer to specification Section 01 34 00 – Substitution Alternate Procedures
- .2 Where Tender Documents stipulate a particular product, substitutions will be considered by Consultant up to **eight (8) days** before receipt of Tenders. Request made after this deadline, will not be considered, or responded to.
- .3 If the request is reviewed and accepted the Consultant will issue notification via Addendum
- .4 Submission shall include sufficient information to enable Consultant to compare proposed alternate to specified product and determine acceptability of such products.
- .1 Provide reference to product specified and proposed alternate/substitution.
- .2 Provide specific reference to drawings number and/or specification section and article number.
- .3 Provide comparison chart(s) of features of specified material vs. proposed material.
- .4 Incomplete or illegible proposals may be summarily rejected. No notification will be provided.
- .5 In making the application for the proposed substitution, the ***Tenderer*** shall be held to have included for, **any and all** changes required in work to accommodate such substitutions.
- .1 It shall be the sole responsibility of the Tenderer to ensure that the substituted material or equipment is fully compatible with available space, location, method of installation, work of other trades, and the like.
- .2 A later claim by Tenderer/Contractor for an addition to contract price or contract time because of changes in work necessitated by use of substitutions shall not be considered.

.3 The Consultant does not undertake any obligation to revise any portion of the design to accommodate a proposed substitution.

.6 The Consultant reserves the right to accept or reject, without explanation, any or all proposals.

1.10 SUB-DIVISION OF WORK

- .1 These Specifications have been divided into Divisions and Sections of work according to the accepted standards of Construction Specifications Canada (CSC) for the Construction Specifications Institute (CSI)
- .2 The Contractor shall have sole responsibility for determination of subdivision of the material, labour and services necessary to complete the project to the specified standards of the proposed Contract Documents
- .3 The Contractor shall be responsible for distributing all sections and divisions of the work to the Sub-trades bidding the work during tender phase and to the Sub-trades which are retained to perform the work during construction
- .4 The Contractor will ensure that all of his/her Sub-trades are completely familiar with all the requirements of the Contract Documents which may affect their price.
- .5 Main Divisions as listed in the table of contents are intended to be bid directly to the General Contractor. If major divisions are carried under another major division's contract, mark-up will only be allowed once.

1.11 SITE ASSESSMENT

- .1 The project Site shall be accepted by the Contractor in its condition at time of tender. The Contractor will be held to have visited the site and to have carefully examined all conditions affecting the site, the work to be done there on, including the location of all services which may have to be protected, removed or relocated. The Contractor shall accept sole responsibility for any error or neglect on their part in this respect. Submission of Tender shall be deemed confirmation that tenderer has inspected site and is thoroughly conversant with existing conditions as can be observed at the date of tender close. No claims for extra payment will be considered for extra work, expense or difficulties encountered due to conditions on each site which were visible upon or reasonably inferable from an examination of the said site prior to the closing of tenders.

1.12 QUALIFICATIONS

- .1 Firms or persons submitting tenders shall be actually engaged in the line of work required by the proposed Contract Documents and shall be able to refer to work of similar nature completed by them
- .2 Company and Superintendent Resume - The Tenderer will be required to submit a resume of the Company history and of the Site Superintendent, with a list of past completed similar projects, contact reference names and telephone numbers, as required for item 1.4

Tender Evaluation.

- .3 Subcontractors
 - .1 Owner reserves right to reject a proposed subcontractor for reasonable cause.
 - .2 Refer to CCDC2 - 2008, Article GC 3.7 of General Conditions.
 - .3 The Owner may request any proposed sub-contractor to provide satisfactory evidence that they have the ability, experience, capital and plant to enable them to execute their portion of the work of the contract
 - .4 Nothing contained in the Contract Documents shall be interpreted as the Owner having any contractual obligations or relationships to a sub-contractor.

1.13 BID SUBMISSION

- .1 Bid Ineligibility
 - .1 Tenders that are unsigned, improperly completed, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may, at discretion of Owner, be declared informal
 - .2 Tenders with Tender Forms and enclosures which are improperly prepared, may, at discretion of Owner, be declared informal
 - .3 Tenders that fail to include security deposit, bonding or insurance requirements, may, at discretion of Owner, be declared informal
 - .4 Oral, telegraphed, faxed, or telephoned proposals, or modifications to, submitted proposals will not be accepted or considered.
- .2 Submissions:
 - .1 Tenderers shall be solely responsible for delivery of their Tenders in manner and time prescribed.
 - .2 Submit one copy of executed offer on Tender Forms provided, signed and with corporate seal together with required security in a sealed opaque envelope, clearly identified with Tenderers name, project name and Owner's name on outside
 - .3 Fill in all spaces, monetary items shall be filled in with words and figures
 - .4 Identification: State on Tender Form, Contractor's name, address and contact information in spaces provided
 - .5 Addenda: Acknowledge all Addenda issued at the time of tender by inserting the number of the final Addenda received in the space allocated on the Tender Form
 - .6 Offer Amount: State on Tender Form, Tenderer's offer, in the form of a Stipulate Sum, for the labour, material and services required to complete the Work described in the Contract Documents.
 - .7 Contract Time. State on the Tender Form, time (in weeks) required to complete the Work as described.
- .3 Tender Signing
 - .1 Tender form shall be signed under seal by Tenderer
 - .2 Sole Proprietorship: Signature of sole proprietor in presence

- of witness who will also sign. Insert words "Sole Proprietor" under signature. Affix seal
- .3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature. Affix seal to each signature
- .4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Tender is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Tender in Tender envelope.
- .5 Joint Venture: Each party of joint venture must execute Tender under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership
- .4 An abstract of submitted Tenders may be made available to Tenderers following Tender opening, if requested.

1.14 CONTRACT TIME

- .1 The contractor/bidder shall carefully evaluate and assign the amount of time required to complete all Work as described in their tender. This shall be expressed as the number of Calendar Weeks from contract award to Substantial and Total Performance, (as defined by the Construction Act, current edition and as supplemented in specification section 01 77 00 Closeout Procedures). This shall be expressed in a number of Calendar Weeks on the tender form.
- .1 This number will be used by the Consultant to assign the "Contact Completion Date" in the preparation of the formal construction Contracts. This will be calculated from the date of the issuance of the "Letter of Intent" plus the number of calendar weeks stated in the tender..

1.15 SUB-TRADE LIST

- .1 Refer to specification 00 41 13a1 - Tender Form Appendix A - List of Sub-Contractors.
- .2 Provide the name of the Individual/Subcontractor or Major Supplier, included in the tender for each item indicated in each list.
- .1 Complete all fields in the list
- .2 Provide a single name in each field.
- .3 Changes to listed sub-trades/suppliers shall not be made without the express written consent of the Owner.
- .4 Listed sub-contractors shall be actually engaged in the line of work required listed and shall be able to refer to work of similar nature completed by them.
- .1 References to projects of similar size and nature must be provided upon request.
- .5 Incomplete forms, improperly completed forms or incorrect forms may result in the contractors bid being deemed invalid.

1.16 TENDER SUBMISSION
REQUIREMENTS

- .1 The **Tender Submission** should contain all of the following information.
- .1 Tender Form
 - .2 Tender Form Appendix A - List of Sub-trades
 - .3 Tender Form Appendix B – Separate and Alternate Prices
 - .4 Tender Form Appendix C – Unit Prices
 - .5 Security Deposit (Bid Bond). Refer to Section 00 60 00 - Bonding Requirements and provide as indicated.
 - .6 Consent of Surety or Agreement to Bond (Performance and Material labour payment). Refer to Section 00 60 00 - Bonding Requirements and provide as indicated
 - .7 Undertaking of Insurance
 - .1 The contractor shall include with their tender a letter from their insurance company indicating that the Tender the tenderer has sufficient coverage to provide all required insurances as required by the Contract Documents, the CCDC 2 and The Supplementary General Conditions.

1.17 OFFER ACCEPTANCE
/ REJECTION

- .1 Duration of Offer Acceptance/Rejection
- .1 Tenders shall remain open to acceptance and irrevocable for a period of **sixty (60) days** after the Tender closing date. If withdrawn the respective Tenderer shall forfeit his Security Deposit. Telephone calls, email, messaging, facsimiles or telegrams will not be considered.
- .2 Acceptance of Offer
- .1 Owner reserves right to accept or reject any or all offers
 - .2 In addition the City of Sault Ste. Marie:
 - .1 Reserves the right to reject any or all tenders submitted in whole or in part
 - .2 Reserves the right to waive any irregularities in any bid submitted, to request clarification and additional information on any tender submission, and to re-advertise for tenders, if desired
 - .3 Reserves the right to accept the tender in whole or in part which, in the sole opinion of the City of Sault Ste. Marie, is deemed the most advantageous to the City of Sault Ste. Marie
 - .4 Takes no responsibility for the accuracy of the information supplied during this tender call process by any official, employee or agent of the City of Sault Ste. Marie unless provided in an Addendum
 - .5 Will not be responsible for any expense incurred by any tenderer in preparing or submitting tender submissions or in providing any additional information necessary for the evaluation of tender submissions
 - .3 After acceptance by Owner, the Consultant will issue a letter (Letter of Intent) to the successful Tenderer. This Letter of Intent will signify the start date of the Contract. Formal contracts will be prepared for signatures and circulated to required parties by the Consultant.

- .4 The Owner reserves the right to request any other additional information he/she may require to evaluate the submission. Failure to provide the information requested in a timely manner may result in the tender being disqualified.
- .5 Upon acceptance the successful Tenderer shall provide, within 10 business days, along with the required bonding, a Workplace Safety and Insurance Board Certificate of Clearance and a Certificate of Insurance as required

1.18 LOCAL MANPOWER

- .1 The Tenderer is encouraged to utilize as much local manpower as possible for the work of the Contract

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION

PROJECT NAME

Municipal Mausoleum Phase XV

(2019CDE-CS-CM-03-T)

27 Fourth Line East, Sault Ste. Marie, Ontario.

SUBMITTED BY

Contractor Name:

Address:

Telephone Number:

Primary E-Mail:

OFFER

The undersigned, represents that he has had sufficient opportunity to examine and has carefully examined the Contract Documents, including all addenda, the General Conditions of the Contract, as amended by the Supplementary General Conditions, having become thoroughly familiar with local conditions affecting the performance and costs of the work, and having inspected the site, hereby offer to furnish all the materials, plant and labour necessary for the proper completion of the all Work, including any, applicable taxes, agree to enter into a contract with the Owner, for the sum of:

Contract Documents including Addenda(s) No. ____ through ____ inclusive as prepared by the Consultant for the Stipulated sum of:

____ (\$____.____)
(Base bid without harmonized Sales Tax (HST))

Harmonized Sales Tax:

The Harmonized Sales Tax shall be thirteen percent (13%) in addition to the base tender amount. The amount of the Harmonized Sales Tax is:

_____ (\$ _____ . ____)

Completion Date

I/We have reviewed the scope of this project with all of our sub-trades and suppliers and agree to complete the *Work* of the Contract in accordance with the requirements of the Contract Documents on or before the dates indicated below:

Substantial Performance _____ Number of Weeks from tender award

Total Performance _____ Number of Weeks from tender award

Signatures:

Authorized Signatures:

Name and title of person signing

Signature: _____

Witness: _____

Date: _____

Contractor's Corporate Seal:

END OF TENDER FORM

Project Name:

Municipal Mausoleum Phase XV
(2019CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractors Name)

Subcontractors and Major Suppliers

The UNDERSIGNED lists herein the individual Subcontractor and Major Supplier for the trades listed below and who he/she proposes to employ on the project, and upon whose sub-trade or supply quotation he/she based the Stipulated Sum quoted herein, and agrees that no change shall be made in the list, as regards such Subcontractor or Supplier actually employed on the work without the express written consent of the Owner.

Listed sub-contractors shall be actually engaged in the line of work required listed and shall be able to refer to work of similar nature completed by them.

Provide only **ONE** name per section

This Appendix forms part of the contract and failure on part of the contractor to **COMPLETE EACH SECTION FULLY** may result in the contractors bid being **REJECTED**.

Trade/Division/Product	Subcontractor/Supplier
Excavation and Backfill	
Cast in Place Concrete	
Masonry	
Granite	
Unit Pavers	
Membrane Roofing	
Electrical	

End of Section

Municipal Mausoleum Phase XV
(2019CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Section 00 41 13b
TENDER FORM - APPENDIX B
SEPARATE AND ALTERNATE PRICES
Page 1 of 1

Project Name: **Municipal Mausoleum Phase XV**
(2019CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractor's Name)

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Separate Price Number 1

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Separate Price Number 1
Delete South Crypt

The Contractor **shall** provide a separate price in the form of an amount to be **deducted** to the Stipulated Sum Tendered amount should the Owner decide to revise to include this scope in the contract.

Deduct

_____ (\$ _____ . _____)

from the Tender Price (H.S.T. not included)

END OF SECTION

Project Name: **Municipal Mausoleum Phase XV**
(2019CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractor's Name)

1.0 General

Provide Separate, Alternate and Identified Prices as per Section 01 23 10, Separate Alternate and Identified Prices. All prices provided shall be exclusive of Harmonized Sales Tax.

1.1 Separate Price Number 1

Should the scope of the work be modified as per Article 1.6.1 of Section 01 23 10

Separate Price Number 1
Delete South Crypt

The Contractor **shall** provide a separate price in the form of an amount to be **deducted** to the Stipulated Sum Tendered amount should the Owner decide to revise to include this scope in the contract.

Deduct

_____ (\$_____.)

from the Tender Price (H.S.T. not included)

END OF SECTION

Project Name:

Municipal Mausoleum Phase XV
(2019CDE-CS-CM-03-T)
27 Fourth Line East, Sault Ste. Marie, Ontario

Submitted By: (Contractors Name)

1.0 UNIT PRICES

- .1 Contractors shall provide unit prices for all work listed below and as described in section 01 23 10 Separate and Alternate Prices.
- .2 All prices provided shall be provided Exclusive of Harmonized Sales Tax.
- .3 All prices shall include all overhead, profit and all relative charges of the Contractor and represent the actual cost to the Owner. The adjustments to the Contract Sum shall be based on the net quantity difference from the original quantity.
- .4 Prices for Add and Deduct prices may not vary by more than 10%.

<u>Description</u>	<u>Unit Price</u>	
	Add	Deduct
.1 Excavation by Hand	\$ /m3	\$ /m3
.2 Bulk Excavation by Machine	\$ /m3	\$ /m3
.3 Granular Fill Type A Compacted	\$ /m3	\$ /m3
.4 Granular Fill Type B Compacted	\$ /m3	\$ /m3
.5 Concrete Poured in place	\$ /m3	\$ /m3

END OF SECTION

PART 1 - GENERAL

1.1 BONDS

- .1 The successful Tenderer shall be required to furnish the following Bonds/Surety for the execution of the Contract:
 - .1 **Performance Bond**
A Performance Bond, not less than **One Hundred percent (100%)** of the Tender amount.
 - .1 The form of the Bond shall be the CCDC form 221 (2002) Performance Bond, and as may be amended by the Supplementary General Conditions.
 - .2 Refer to CCDC Document 2 (Revised 2008) Article GC 11.2
 - .3 The issuing company of the Bond must be approved by the Canadian Construction Association
 - .4 Performance Bond shall remain in place until the date of final certificate of payment.
 - .2 **Labour Material Payment Bond**
A Labour Material Payment Bond, not less than **Fifty percent (50%)** of the Tender amount.
 - .1 The form of the Bond shall be the CCDC form 222 (2002) Labour Material Payment Bond, and as may be amended by the Supplementary General Conditions.
 - .2 Refer to CCDC Document 2 (Revised 2008) Article GC 11.2
 - .3 The issuing company of the Bond must be approved by the Canadian Construction Association
- .2 Include the cost to provide all Bonds in the Tender Amount.
- .3 Official copies of both Performance and Labour and Materials Bonds shall 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.

1.2 CONSENT OF SURETY OR AGREEMENT TO BOND

- .1 Tenders shall be accompanied by an agreement to provide the required bonding in the form of:
 - .1 Consent of Surety or Agreement to Bond, signed and sealed by Tender's surety, stating that surety is willing to supply Performance and Labour and Materials Payment Bond as described above.
 - .2 Include the cost to provide this Consent or Surety in the Tender Amount.

1.3 BID BOND

- .1 Tenders shall be accompanied by a Security Deposit / Bid Bond in the amount of:

- .1 **Ten percent (10%)** of the Stipulated Sum Tendered Amount
 - .2 Endorse Bid Bond in the name of the Owner, as obligee, signed and sealed by the principal Contractor and Surety.
 - .3 Use the latest edition CCDC approved Bond Forms.
 - .4 Security deposit will be returned after delivery to Owner of Required Performance, and Labour Material Payment Bond(s) by the accepted tenderer.
 - .5 If no contract is awarded, all security deposits will be returned.
2. Other acceptable forms of security
- .1 In lieu of the Bid Bond described above, the Owner will also consider a bank Certified Cheque for an amount no less than required for the Bid Bond, as noted above.
 - .2 Certified Cheques used shall be drawn on a member of the Canadian Payments Association or a local cooperative credit society that is a member of a central cooperative credit society having membership in the Canadian Payments Association, payable to the order of the Owner, for no less than the amount stated above. Certified cheque will be returned after delivery to Owner of Required Performance, and Labour Material Payment Bond(s) by the accepted tenderer.
 - .1 Certified Cheques, use as Bid Bonds, will be made available for pick up only after the contract has been awarded.
 - .3 If no contract is awarded, all security deposits will be returned
- .3 All costs to provide the Security described above shall be included in the Tender Amount.
- .4 Formalized, sealed, certified copies of the type of security being issued 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.

PART 2 - PRODUCTS

PART 3 - EXECUTION

End of Section

PART 1 - GENERAL

1.1 INTRODUCTION

- .1 The following Supplementary Conditions modify, change, delete from or add to the Articles of Agreement, the Definitions, and the General Conditions of the Stipulated Price Contract, **Standard Construction Document CCDC2, 2008**
- .2 Where any Article, Definition, General Condition, paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Definition, General Condition paragraph, subparagraph or clause shall remain in effect

1.2 MODIFICATIONS TO GENERAL CONDITIONS

.1 **ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING**

- .1 Delete Article A-6.1 and substitute new article 6.1:
“6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. 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.”.

.2 **DEFINITIONS**

- .1 Add the following definition:
“19a. Submittals
Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:
 - Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
 - Record drawings and manuals to provide instructions to the operation and maintenance of the Work.”

.3 **1. GENERAL**

- .1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused

.4 **GC 1.1 CONTRACT DOCUMENTS**

- .1 Add to the end of subparagraph 1.1.2.2
“.....Except where the *Consultant* shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.2.8.4, 9.5.2.4 and 9.5.3.4 and in 12.1.1.”

- .2 Delete 1.1.6 in its entirety and substitute the following:
"1.1.6 The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Owner* or the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* with respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting those matters before proceedings with the *Work*. Where site conditions require reasonable minor changes in indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the *Owner*. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are those portions of the *Contact Documents*, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables and/or lists
- .3 Add new subparagraph 1.1.7.5 thru 1.1.7.10 as follows:
"1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*.
1.1.7.6 Finishes in the room finish schedules shall govern over those shown on the *Drawings*
1.1.7.7 Schedules of Division 01 – General Requirements of the *Specifications* shall form part of and be read in conjunction with the technical specification section as listed in the table of contents of the *Specifications*
1.1.7.8 Architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the *Consultant* or its sub-*Consultants* are to remain with each of the applicable drawing disciplines.
1.1.7.9 Should reference standards contained in the *Specifications* conflict with the *Specifications*, the *Specifications* shall govern. Should reference standards and *Specifications* conflict with each other or if certain requirements of the *Specifications* conflict with other requirements of the *Specifications*, the more stringent requirements shall govern.
- .4 Delete 1.1.8 in its entirety and substitute the following:
"1.1.8 The *Contractor* shall be responsible to provide all printed copies of the *Contract Documents* that may be necessary and or required to perform the *Work*, submit for permit and provide as built. At the completion of the work the *Contractor* be held responsible to collect and destroy all copies not turned over to the *Owner*, used for permits or contracts."
- .5 Add following subparagraph to Paragraph 1.1.10
"..... In case of conflict other documents shall govern over the Colour Schedule and Colour Schedule Drawings"
- .5 **GC 2.2 ROLE OF THE CONSULTANT**
.1 Add new paragraph 2.2.0 as follows:
"2.2.0 The *Consultant* is not signatory to, is not party to, "*the Agreement*" between the *Owner* and the *Contractor*, and as such is not bound by any conditions or requirements as stated therein. The *Owner* and the *Contractor* shall indemnify and save harmless the *Consultant* from any claims arising from a disagreement between the two signatory parties."

- .2 Delete paragraph 2.2.4. in its entirety
- .3 Add the word "schedules" after the word "techniques" in paragraph 2.2.6.
- .4 Add to the end of the second sentence of paragraph 2.2.6. ".....or to adhere to the construction schedule"
- .5 Add at the end of paragraph 2.2.9. "The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings in accordance with paragraphs 2.2.7., 2.2.8. and 2.2.9".
- .6 Delete the comma after the word "submittals" and add the words "which are provided" before the words "in accordance" in paragraph 2.2.14.
- .7 Add new sentence to end of paragraph 2.2.11 "The *Consultant's* obligation to make findings on a large claim or large number of claims is subject to the terms and conditions of the *Owner/Consultant* agreement."
- .8 Amend paragraph 2.2.13 by the addition of the following to the end of that paragraph:
".....If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within ten (10) *Working Days* of receipt of a *Supplemental Instruction*, provide the *Consultant* with a notice in writing to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor*, without any adjustment in the *Contract Price* or *Contract Time*."
- .6 **GC 2.3 REVIEW AND INSPECTION OF THE WORK**
 - .1 Delete paragraph 2.3.3 in its entirety and replace it with the following:
"2.3.3 The *Contractor* shall furnish promptly two (2) copies to the *Consultant* and one (1) copy to the *Owner* of all certificates and inspection reports relating to the *Work*."
 - .2 Insert the word "review" after the word "inspections" in the first line of paragraph 2.3.4.
 - .3 Add a new paragraph 2.3.8 as follows:
"2.3.8 The *Consultant* will conduct periodic reviews of the *Work* in progress, to determine general conformance with the requirements of the *Contract Documents*. Such reviews, or lack thereof, shall not give rise to any claims by the *Contractor* in connection with construction means, methods, techniques, sequences and procedures, nor in connection with construction safety at the *Place of Work*, responsibility for which belongs exclusively to the *Contractor*."
- .7 **GC 2.4 DEFECTIVE WORK**
 - .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:
"2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*."
"2.4.1.2 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*."
- .8 **GC 3.1 CONTROL OF THE WORK**
 - .1 Add the word "schedules" after the word "techniques" in paragraph 3.1.2.
 - .2 Add new paragraph 3.1.3:
"3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work."
- .9 **GC 3.3 TEMPORARY WORK**
 - .1 In paragraph 3.3.2, in the second line after the words "where required by law", insert "or the

Consultant".

.10 GC 3.4 DOCUMENT REVIEW

- .1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

"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 comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. 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."

.11 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- .1 Add to paragraph 3.7.1.1 add to the end of the second line
".....including any warranties and service agreements which extend beyond the term of the Contract."
.2 Add to subparagraph 3.7.1.2 after the words "the *Contract Documents*" insert the words "including any required surety bonding"
.3 Delete the words "through the Consultant" in paragraph 3.7.6.

.12 GC 3.8 LABOUR AND PRODUCTS

- .1 Delete paragraph 3.8.2 and substitute with the following:
"3.8.2 *Products* provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, provincial and municipal building codes, fire safety standards, and all governmental authorities and regulatory agencies having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. Specified *Products* shall not be substituted with another product without the express written consent of the Consultant."
.2 Amend paragraph 3.8.3 by adding the words, "..., agents, *Subcontractors* and *Suppliers*..." after the word "employees" in the first line
.3 Add new paragraph 3.8.4 and 3.8.5 as follows:
"3.8.4 The Contractor is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*."
3.8.5 The cost for overtime required beyond the normal *Working Day* to complete individual construction operations of a continuous nature, such as pouring or finishing of concrete or similar work, or *Work* that the *Contractor* elects to perform at overtime rates without the *Owner* requesting it, shall not be chargeable to the *Owner*"

.13 GC 3.10 SHOP DRAWINGS

- .1 Add the words "AND OTHER SUBMITTALS" to the Title after SHOP DRAWINGS
.2 Add "and Submittals" after the words "Shop Drawings" in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.
.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3
"3.10.3 The Contractor shall prepare a schedule of the dates for provision, review and return of Shop Drawings and Submittals and submit it to the Consultant for review."

- .4 Delete paragraph 3.10.9 in its entirety and substitute the following:
"3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall advise the *Consultant* in writing of any deviations in *Shop Drawings* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance of such deviation expressly in writing. Where manufacturers' literature is submitted in lieu of scaled drawings, it shall be clearly marked in ink, to indicate the specific items for which review is requested"
- .5 Delete the words "so as to cause no delay in the performance of the Work" in paragraph 3.10.12
- .6 Add new paragraphs 3.10.13 as follows
"3.10.13 Reviewed *Shop Drawings* shall not authorize a change in the *Contract Price* and/or the *Contract Time*"
- .14 **GC 3.13 CLEAN-UP**
- .1 Add new paragraphs 3.13.4, 3.13.5, 3.13.6 and 3.13.7 as follows:
"3.13.4 In the event that the *Contractor* fails to remove waste and debris as provided in this GC 3.13, then the *Owner* or the *Consultant* may give the *Contractor* twenty-four (24) hours written notice to meet its obligations respecting clean up. Should the *Contractor* fail to meet its obligations pursuant to this GC 3.13 within the twenty-four (24) hour period next following delivery of the notice, the *Owner* may remove such waste and debris and deduct from payments otherwise due to the *Contractor*, the *Owner's* costs for such clean up, including a reasonable mark-up for administration costs."
"3.13.5
- .15 **GC 3.14 PERFORMANCE BY CONTRACTOR**
- .1 Add new General Condition 3.14 PERFORMANCE BY CONTRACTOR and new paragraphs 3.14.1 and 3.14.2 as follows
"3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner."
"3.14.2 The Contractor further represents, covenants and warrants to the Owner that:
.1 The personnel it assigns to the Project are appropriately experienced;
.2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner's approval, in the event of death, incapacity, removal or resignation."
- .16 **GC 4.1 CASH ALLOWANCES (if applicable to Contract)**
- .1 Delete the second sentence in paragraph 4.1.1
- .2 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:
"4.1.4 Where the actual cost of the Work under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the Consultant's direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the Contract Price for overhead and profit. Only where the actual cost of the Work under all cash allowances exceeds the total amount of all cash allowances shall the Contractor be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the Contract Documents."
- .3 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:
"4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order without any adjustment for the Contractor's overhead and profit on such amount."

- .4 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7.
"4.1.7. The Contractor shall prepare a schedule that shows when the Owner must authorize ordering of items called for under cash allowances to avoid delaying the progress of the work."
- .5 Add new paragraph 4.1.8:
"4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances."
- .17 **GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT**
- .1 Revise article 5.2.3 to read as follows:
"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*, that may be incorporated into the work in the following 30days, as of the last day of the payment period. No amount claimed shall include products delivered and incorporated into the work, unless the products are free and clear of all security interests, liens and other claims of third parties."
- .2 Add new article 5.2.8 as follows:
"5.2.8 The second and all subsequent applications for payment shall be accompanied by a Statutory Declaration, executed by the Contractor, in the form prescribed by the Architect, declaring that all Subcontractors, wages for labour, and accounts for products have been paid up to and including the date of the last previously approved application for payment."
- .18 **GC 5.3 PROGRESS PAYMENT**
- .1 Delete sub-paragraph 5.3.1.1 in its entirety.
- .2 Revise sub-paragraph 5.3.1.2 as follows: After the words "issue to the *Owner*" delete "and copy to the *Contractor*". After the words "after the receipt of the" add "complete":
- .3 Revise paragraph 5.3.1.3 as follows:
"5.3.1.3 the Owner shall make payment to the Contractor on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt of a proper invoice, as governed by the Construction Act."
- .4 Add new paragraphs 5.3.2 and 5.3.3 as follows
"5.3.2 If the *Contractor* fails to provide all documentation as required by the contract documents, the *Consultant* or *Owner* shall be entitled to return the application for progress payment to the *Contractor* for completion. The review period by the *Consultant* and payment period by the *Owner* will re-commence upon receipt of the complete application for progress payment."
- .19 **GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**
- .1 Revise paragraph 5.6.1 to change the work "...the Owner shall pay..." to "...the Owner may pay..."
- .20 **GC 5.7 FINAL PAYMENT**
- .1 Delete from the first line of paragraph 5.7.2 the words, "calendar days" and substitute the words "*Working Days*".
- .2 Delete from the second line of paragraph 5.7.4 the words, "...5 calendar days after the issuance..." and substitute the words "...30 calendar days after receipt of..."
- .21 **GC 6.2 CHANGE ORDER**
- .1 Add new paragraph 6.2.3 as follows:
"6.2.3 The following mark-up shall apply to work added to the Contract
In the case of changes in the Work to be paid for by the Owner under the methods described in paragraph 6.2.2, the Contractor and Subcontractor, respectively, may add to the net cost of additional work, a fee, or markup, inclusive of overhead and profit, limited to the following:
- The General Contractor may add to the total net cost of additional work to be

carried out by his own forces, a markup of Ten (10%) per cent. General Contractors are not allowed to treat their own forces as Subcontractors.

- The General Contractor may add to the net cost of additional work by a Subcontractor, a markup, of Five (5%) per cent of the net sum quoted by such Subcontractor
- Subcontractor may add to the total net cost of additional work to be carried out by his own forces, a markup of Five (5%) per cent.
- The Subcontractor may add to the net cost of additional work by a Sub-Subcontractor or Supplier, a markup, of Five (5%) per cent of the net sum quoted by such Sub-Subcontractor or Supplier

Such markup, by General Contractor and Subcontractor, respectively, shall be based on net additional cost for any one change in the Work, such net cost being derived by deducting credits for labour and materials involved in deleted work from the cost of labour and materials involved in additional work. When quantities of the same product or material are changed in the same Change in the Work, the change in the Contract Price shall be based on the net difference in quantity between the product(s) or material(s) deleted and the product(s) or material(s) added.

'Overhead' shall include any additional charges and/or premiums for **Supervision, Permits, Bonds, Insurance, Office Overhead and the like**, which may result from Changes in the Work. The cost for these items shall not be added onto any Cost for Changes prior to applying mark-up."

- .2 Add new paragraph 6.2.4 and 6.2.5 as follows:

- "6.2.4 All quotations submitted shall be provide with ta detailed breakdown including, but not limited to the following:
1. quantity of each material
 2. unit cost of each material
 3. man hours involved
 4. cost per hour
 5. Subcontractor quotations submitted listing items 1 to 4 above and item 6 below.
 6. mark-up"
- 6.2.5 The *Owner* and the *Consultant* will not be responsible for delays to the *Work* resulting from late, incomplete or inadequately broken down valuations submitted by the *Contractor*."

.22 **GC 6.3 CHANGE DIRECTIVES**

- .1 Add new paragraph 6.3.14 as follows:

- "6.3.14 Limits to Overhead and Profit as listed in paragraph 6.2.3 shall apply to Change Directives."

.23 **GC 6.4 CONCEALED OR UNKNOWN CONDITIONS**

- .1 Add new subparagraph 6.4.5:

- "6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid."

.24 **GC 6.5 DELAYS**

- .1 Delete the period at the end of paragraph 6.5.1, and substitute the following words:
"....., but excluding any consequential, indirect or special damages."
- .2 Delete the period at the end of paragraph 6.5.2, and substitute the following words:

- “....., but excluding any consequential, indirect or special damages.”
- .3 Add new subparagraph 6.5.6.
“6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor’s control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant’s services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the Contractor.”
- .25 **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**
.1 Delete paragraph 6.6.5. in its entirety and substitute new paragraph 6.6.5.
“6.6.5. The *Consultant’s* findings, with respect to a claim made by either party will be given by *Notice in Writing* by the *Consultant* to both parties within reasonable time after receipt of the claim information noted in paragraph 6.6.3.”
.2 Add new paragraph 6.6.7
“6.6.7 The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor’s* failure to reasonably perform the Work in accordance with the terms and conditions of the Contract, including the *Contractor’s* issuance of unnecessary Requests for Information. The *Consultant* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims based on the *Consultant’s* invoices.”
- .26 **GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION**
.1 Revise the heading, “GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION” to read, “GC 8.2 NEGOTIATION AND MEDIATION”.
.2 Amend paragraph 8.2.1 by changing part of the second line from “...shall appoint a *Project Mediator*...” to “...may appoint a *Project Mediator*, except that such an appointment shall only be made if both the *Owner* and the *Contractor* agree....”
.3 Amend paragraph 8.2.4 by changing part of the second line from “...the parties shall request the *Project Mediator*...” to “...and subject to paragraph 8.2.1 the parties may request the *Project Mediator*...”
.4 Delete paragraphs 8.2.6, 8.2.7, and 8.2.8 in their entirety.
- .27 **GC 9.1 PROTECTION OF WORK AND PROPERTY**
.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:
“9.1.1.1 errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1.”
.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:
“9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in or reasonably determinable from the Contract Documents, or that are reasonably determinable from an inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1.”
- .28 **GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES**
.1 Add to paragraph 9.2.6 after the word “responsible”, the following new words:
“.....or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or

- anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others,”
- .2 Add “and the Consultant” after the word “Contractor” in subparagraph 9.2.7.4.
- .3 Add to paragraph 9.2.8 after the word “responsible”, the following new words:
“.....or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others,”
- .4 Add “and the Consultant” after the word “Owner” in subparagraph 9.2.8.4.
- .29 **GC 9.4 CONSTRUCTION SAFETY**
- .1 Add new paragraph 9.4.2. as follows:
“9.4.2 The *Contractor* shall indemnify and save harmless the *Owner*, the *Consultant*, their agents, trustees, officers, directors, employees, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the occupational health and safety legislation in force at the *Place of the Work* including the payment of legal fees and disbursements on a substantial indemnity basis.”
- .30 **GC 9.5 MOULD**
- .1 Add “and the Consultant” after “Owner” in subparagraph 9.5.2.4.
- .2 Add “and the Consultant” after “Contractor” in subparagraph 9.5.3.4.
- .31 **GC 10.1 TAXES AND DUTIES**
- .1 Add new paragraph 10.1.3 as follows:
“10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with the application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*.”
- .32 **GC 10.2 LAWS, NOTICES, PERMITS, AND FEES**
- .1 Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words:
“.....Subject to paragraph 3.14.1, the”.
- .33 **GC 10.4 WORKERS’ COMPENSATION**
- .1 Delete paragraph 10.4.1 and replace with the following:
“10.4.1 Prior to commencing the *Work*, and with each and every application for payment thereafter, including 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 in force at the *Place of the Work*, including payments due thereunder.”
- .34 **GC 12.1 INDEMNIFICATION**
- .1 Add “...and the Consultant, their agents and Sub-Consultants...” after the words “...hold harmless the other...” in paragraph 12.1.1.
- .35 **GC 12.3 WARRANTY**
- .1 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words:
“.....Subject to paragraph 3.14.1, the...”.

END OF SECTION

PART 1 - GENERAL

1.1 RESPONSIBILITY

- .1 The Consultant may issue Addenda up to **Three (3) days** prior to tender closing to provide revisions to, alterations to, additions to or deletions from the scope of work. Such revisions shall become part of the Contract Documents. Include all costs in Tender Price.
- .2 Addenda will be issued in electronic format only (PDF) to bid repositories as listed in Specification Section 00 21 13, Instructions to Bidders, Article 1.7.3.
 - .1 Contractors shall be responsible for providing printing and distribution of documents as may be required.
- .3 Tenderers shall be held responsible to ensure that the Work of all issued Addenda is included in their Tender.
- .4 Indicate, in the space provided, on the Tender Form the number of Addenda included in the Tender.
- .5 Attach addenda following this section.

PART 2 - PRODUCTS

- .1 Not Applicable

PART 3 - EXECUTION

- .1 Not Applicable

End of Section

- GENERAL

1.1 WORK COVERED BY
CONTRACT DOCUMENTS

- .1 Work of this Contract comprises generally of the scope described below in text, and specifically as outlined in the foregoing drawings, specifications and contract documents.

1.2 SCOPE OF THE WORK.

- .1 The following is an outline of the scope of work for this project. Tenderers are required to review all contract documents for a complete description of the scope of work.
- .2 This project, to which these contract documents apply, will be implemented as one continuous activity under one Stipulated Sum contract.
 - .1 The City of Sault Ste. Marie does not wish to incur cost premiums due to winter construction and therefore contractors should commence as soon as construction permits in the spring of 2020 and continue to an expeditious to the completion of construction.
 - .2 Coordinate the construction start date and completion dates with the City and the Consultant as weather improves in the spring and frost has left the ground at depth to permit construction in the spring of 2020

1.3 WORK BY OTHERS

- .1 Co-operate with other Contractors in carrying out their respective works and carry out instructions from Consultant.
- .2 Co-ordinate work with that of other Contractors. If any part of work under this Contract depends for its proper execution or result upon work of another Contractor, report promptly to Consultant, in writing, any defects which may interfere with proper execution of Work.

1.4 CONTRACTOR USE OF
PREMISES

- .1 General: Contractor shall have limited use of project site for construction operations during construction period. The site is an operating Municipal Mausoleum, construction work should not impede visitors to the adjacent Mausoleum buildings, or City staff operating the Cemetery at any time.
- .2 Provide and maintain temporary site separation between construction work zones and Owner/Public access to and from the adjacent areas.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .4 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Consultant.

1.5 OWNER OCCUPANCY

- .1 Owner will occupy the structures at an agreed upon time immediately

following substantial performance of the contract.

- .2 Cooperate with Owner in scheduling operations to minimize conflict
and to facilitate Owner operation of surrounding premises

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION

PART 1 - GENERAL

- | | | |
|---------------------------------------|----|--|
| <u>1.1 ACCESS AND EGRESS</u> | .1 | Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations. |
| | | |
| <u>1.2 USE OF SITE AND FACILITIES</u> | .1 | Execute work with least possible interference or disturbance to normal use of premises by the Owner including Residents, Visitors and Staff. |
| | .2 | Maintain existing access to the occupied building(s) and provide access for all personnel and vehicle access. |
| | .3 | Where security is reduced by work, provide temporary means to maintain security. |
| | .4 | The Contractor shall provide and maintain sanitary facilities for use by all construction forces. |
| | .5 | Closures: protect work temporarily until permanent enclosures are completed. |
| | | |
| <u>1.3 EXISTING SERVICES</u> | .1 | Notify Consultant and utility companies of intended interruption of services and obtain required permission. |
| | .2 | Where Work involves breaking into or connecting to existing services, provide Consultant four (4) days' notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions to a minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends. |
| | .3 | Construct barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures. |
| | | |
| <u>1.4 CONSTRUCTION BARRIERS</u> | .1 | Construct barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures |
| | | |
| <u>1.5 SPECIAL REQUIREMENTS</u> | .1 | Carry out noise generating Work in accordance with provincial and municipal requirements and by-laws. |
| | .2 | Ensure that Contractor personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations. |
| | .3 | Keep within limits of work and avenues of ingress and egress. |

1.6 BUILDING SMOKING
ENVIRONMENT

- .1 Comply with Owners smoking restrictions.
 - .1 Comply with Owners smoking restrictions. Smoking is not permitted on the PROPERTY at any time during construction.

1.7 HEALTH AND SAFETY (CITY)

- .1 Any onsite work performed by a Contractor for the City of Sault Ste. Marie must be done according to the Occupational Health and Safety Act (OHSA) and City Safety Policies. A Contractor performing work for the City, will ensure that any employees working on the project perform work safely and have documented training. The Contractor must provide all required safety equipment to perform the scope of work. Personal Protective Equipment (PPE) must be used as required and be maintained in a safe working condition.
- .2 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.
 - .1 Details regarding compliance with this requirements may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator – City of Sault Ste. Marie, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca.
- .3 It is the responsibility of the successful bidder to ensure that ALL subcontractors employed during the commission of work on this contract have also complied with the requirements of the City's Contractor Pre-Qualification Programs prior to starting onsite work
- .4 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

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 REFERENCES

- .1 Section 00 03 00 – Tender Form
- .2 Section 01 11 00 – Summary of Work
- .3 Section 01 29 83 – Testing and Inspection Payment

1.2 ALLOWANCES

- .1 Allowances shall be expended by a written order signed by the Owner or Owner Representative.
- .2 Should it be required, the Contract Price will be adjusted, by written order, to provide for a deficit to any allowance.
- .3 Include with each progress payments a summary of all allowances. Include the total amount, amount expended to date, amount applied for with new application (include supporting documentation)
- .4 If entire allowance is not required to be expended against at the end of the project, the entire residual value will be retained by the owner, or at any time during the project at the owner's discretion.

1.3 CASH ALLOWANCES

- .1 Cash allowances, unless otherwise specified, cover net cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage, Installation and other authorized expenses incurred in performing Work.
- .2 The Contract Price, and not cash allowance, shall include the Contractor's Overhead and Profit in connection with such cash allowance.
 - .1 Where costs under an allowance exceed amount of allowance, the Contractor will be compensated for excess incurred, and substantiated, plus allowance for Overhead and Profit.
- .3 Include the following amounts in the Contract Price for each respective cash allowance, for Work specified in respective specification Sections, as follows.

.1	Testing and Inspection	\$ 10,000
----	------------------------	-----------

- .4 Expenditures under cash allowance will be authorized by issuance of a Change Order only.

1.4 CONTINGENCY ALLOWANCE

- .1 Contingency Allowances, unless otherwise specified, cover total cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage, Installation and other authorized expenses incurred in performing Work.

.2 The Contingency Allowance, and not contract price, shall include the Contractor's Overhead and Profit in connection with such cash allowance.

.3 Include the following Contingency Allowance in the Contract Price.

.1	Contingency Allowance	\$ 50,000
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.4 Expenditures under Contingency Allowance will be authorized by issuance of a Change Order only.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- .1 Product Installation Alternatives to Agreement to the Work
- .2 Incorporation of Accepted Alternatives into Agreement

1.2 RELATED SECTIONS

- .1 Section 01 1 00 – Instructions to Bidders
- .2 Section 01 41 13 - Tender Form Appendix B

1.3 REQUIREMENTS

- .1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve the Work stipulated under each item listed.
- .2 Coordinate affected related Work and modify surrounding Work to integrate the Work under each item listed.
- .3 Unless otherwise noted, all prices shall include all labour, material, delivery, equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit and shall exclude Harmonized Sales Tax.
- .4 All prices submitted take into consideration and allow for changes and adjustments in other work as may be necessary to provide a finished and functional result, unless specifically indicated otherwise.
- .5 Should the acceptance, by the Owner, of any Separate or Alternate Prices necessitate the use of an alternate subcontractor for work of a particular section, list such subcontractors below applicable prices indicated in the tender form. If no subcontractor is indicated, the subcontractors indicated in the tender form appendix form shall be used.

1.4 AWARD/SELECTION OF
ALTERNATE AND SEPARATE
PRICES

- .1 Indicate variation of Bid Price for Alternatives described below and listed in Tender Form. Note that this form requests a 'difference' in Price by **adding to** or **deducting from** the base bid price.
- .2 In accordance with CCDC Document No. 23 "A Guide to Calling Bids and Awarding Contracts", the low Tender shall be determined on basis of lowest Tender in accordance with Contract Documents on which Project is to be actually constructed, including those separate and alternate price options for which prices are mandatory, and which are to be incorporated in the Work.

1.5 DEFINITIONS

- .1 **Separate Prices** – Are prices for additional work that is to be added to the contract, in addition to the base contract work. Unless specifically stated, all separate prices are in addition to the base tender amount.
 - .1 All prices shall include all labour, material, delivery,

equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit but shall exclude Harmonized Sales Tax

- .2 **Alternate Prices** – Are prices for work that is to be provided in lieu of work that is currently specified or detailed in the tender documents. As this work is in lieu of work currently specified this work may be in addition to or a reduction from the base tender amount. As such this amount must be identified on the tender form as indicated.

- .1 All prices shall include all labour, material, delivery, equipment, tools, scaffolding etc., necessary and required for the complete installation of the work noted. Prices shall include all overhead and profit but shall exclude Harmonized Sales Tax

- .3 **Unit Prices** – Unit Prices are required to be provided in Appendix C of the Tender Forms. The scope of the base contract work is defined in the contract documents. These Unit prices will be utilized for any additional or reduction in the scope of work as defined in the contract documents. Prices variance for add and deduct may not exceed ten (10) percent between each other. Refer to Tender Form Appendix C and provide pricing as required for all items listed

1.6 SEPERATE PRICES

- .1 **Separate Price Number 1 – South Crypt Structure**
.1 Provide a Separate Price in the form of an amount to be deducted from the Stipulated Price Tender Amount
.1 Refer to drawings and DELETE the south Crypt in its entirety, and the portion of paving stone immediately adjacent to the structure as identified on the Civil drawings.
.2

1.7 ALTERNATE PRICE OPTIONS

- .1 **None**

1.8 UNIT PRICES

- .1 Refer to Tender Form Appendix C and provide pricing as required for all items listed.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Section 01 77 00 – Closeout Procedures
- 1.2 APPLICATIONS FOR PROGRESS PAYMENT
- .1 Schedule of Values Review. See article 1.3 below
 - .2 Make applications for payment on account monthly as Work progresses.
 - .3 Date applications for payment last day of monthly payment period.
 - .1 The application for payment from the General Contractor will not be submitted to the Consultant before the 25th of any month
 - .4 Assemble review and coordinate the applications of all sub-trades and suppliers and ensure that 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*, that may be incorporated into the work in the following 30days, as of the last day of the payment period.
 - .5 The procedure for making an application for payment, or “Proper Invoice” shall be complete with the following documentation:
 - .1 Summary statement/invoice cover letter listing
 - .1 Contractors name and address
 - .2 Date of Invoice
 - .3 Invoice Period
 - .4 Amount billed.
 - .5 Holdback retained
 - .6 HST
 - .7 Total Amount Owed
 - .8 Name, title, telephone number and mailing address of the person to whom payment is to be sent.
 - .9 Signature of Authorized agent.
 - .10 List of prescribed attachments (including the following as a minimum)
 - .2 Schedule of Values with Percentage Work Completed aggregating total amount of value being claimed and indicating percentage of work complete proportionate to the amounts of each division of work.
 - .3 Statutory Declaration, (for the second and all subsequent applications) from the General Contractor that accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred in performance of the work up to and including the date of the Application for Payment, and for which Owner might in be held responsible, have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.
 - .4 Workplace Safety & Insurance Board interim release for the

General Contractor

- .6 Applications shall be provide to the Owner and the Consultant at the same time.

1.3 SCHEDULE OF VALUES

- .1 Schedule of Value Review
- .1 Submit a Sample Schedule of Values to the Consultant, a minimum of fourteen (14) days before first application for payment for review.
- .2 Include a breakdown of all work including: material and labour, for each trade, phase, project area, for the Work, in sufficient detail as may be requested by the Consultant, to allow for a proper evaluation of payment applications. Provide additional supporting documentation as the consultant may so request.
- .1 A sample Schedule of Values template has been included in this Section and is an acceptable format that can be used.

1.4 PROGRESS PAYMENT

- .1 Consultant will issue to Owner, no later than ten (10) working days after receipt of an application.
- .1 A Certificate of Payment (COP) in amount applied for. And include a cover letter indicating when the contactor should receive payment in accordance with the Construction Act.
- or
- .2 A Certificate of Payment (COP) in the amount approved by the Consultant and a "Notice of Non-Payment" indicating the amounts not agreed with in the Contractors application. And include a cover letter indicating when the contactor should receive payment in accordance with the Construction Act.
- or
- .3 Notify the Contractor that a "Proper Invoice" was not received and request that the outstanding information be submitted
- .2 Owner will pay the contractor in accordance with the Certificate of Payment and the Construction Act, not more than Twenty-Eight (28) days from receipt of a Proper Invoice, as will be indicated in the consultants cover letter accompanying the Certificate of Payment.
- .1 In the case that Twenty-Eight (28) period falls on a weekend or holiday, payment will be due the working day before the weekend or holiday.

1.5 SUBSTANTIAL
PERFORMANCE OF WORK

- .1 "Substantial Performance" of the work shall be as legislated by the requirements of the Construction Act, current version, at of the date the project Contract was signed, and as supplemented here.
- .2 The Contractor shall review the work and the requirements for substantial performance as indicated here and in section 01 77 00 – Closeout Procedures, and as per the Construction Act and provide all necessary proof and supporting documentation required to apply for

Substantial performance.

- .3 The Consultant will review the application and determine the date of Substantial Performance of Work
 - .1 If approved the Consultant will issue a Certificate of Substantial Performance on the Owner behalf. This will be circulated to the Contractor and Owner.
- .4 Immediately following issuance of Certificate of Substantial Performance of Work, the Contractor in consultation with the Owner and Consultant, establish a reasonable date for finishing the Work.
- .5 Refer also to section 01 77 00 – Closeout Procedures for additional instructions/requirements regarding Substantial Performance.

**1.6 PAYMENT OF HOLDBACK
UPON SUBSTANTIAL
PERFORMANCE OF WORK**

- .1 Payment of Holdback shall follow the requirements of the Construction Act, current version, and as supplemented here.
- .2 After issuance of certificate of Substantial Performance of Work:
 - .1 Submit separate application for payment of holdback amount.
 - .2 Include a Statutory Declaration that accounts for all labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred in Substantial Performance of Work and for which Owner might in be held responsible have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.
- .3 After receipt of application for payment and sworn statement, Consultant will within Seven (7) working days, issue certificate for payment of holdback amount to the Owner.
- .4 Amount authorized by certificate for payment of holdback amount is due and payable on day following expiration of holdback period stipulated in the Construction Act.
 - .1 Where lien legislation does not exist or apply, holdback amount is due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between parties.
- .5 Owner may retain out of holdback amount sums required by law to satisfy liens against Work or, if permitted by lien legislation applicable to Place of Work, other third party monetary claims against Contractor which are enforceable against Owner.

**1.7 PROGRESSIVE/EARLY
RELEASE OF HOLDBACK**

- .1 Early and or Progressive release of holdback may be provided as the Construction Act permits.
 - .1 Review the Act and make application for early release of holdback in conformance with the Act.

PART 2 - PRODUCTS

<u>2.1 NOT USED</u>	.1	Not Used.
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PART 3 - EXECUTION

<u>3.1 NOT USED</u>	.1	Not Used.
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END OF SECTION

Municipal Mausoleum Phase XV											19041
(Contractor Name)											
AfP# (??)										(Date)	
No.	Description	Value (\$)	Complete to date		Previously billed		This Invoice		Amount to complete		
			(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)	
ALLOWANCES											
	List each as separate item as defined in Section 012100. See bottom of sheet for required itemized breakdown of each item										
DIVISION 1 - GENERAL CONDITIONS											
	Bonds and Insurance										
	Building Permit										
	Temporary Power & Lights										
	Temporary Heating & Ventilation										
	Cold Weather (Heating & Hoarding)										
	Temporary Barriers and Signage										
	General Cleaning										
	Final Cleaning										
	Construction Meeting Minutes & Schedule										
	Commissioning (General Requirements)										
	As Builts (arch - all series)										
	Final Survey Drawing										
	General Administration										
	Site Compound/Offices										
	Office Ongoing Costs										
	Demobilization										
	Building Management Manual										
DIVISION 2 - EXISTING CONDITIONS											
	Excavation										
	Backfill and Compaction										
DIVISION 3 - CONCRETE											
	Formwork - Footings and Foundation Walls										
	Formwork - Structure, Above Grade										
	Reinforcing (Shop Drawings)										
	Reinforcing (Material)										
	Reinforcing (Labour)										
	Cast-in Place Concrete - Footings and Foundation Walls										
	Cast-in Place Concrete - Structure, Above Grade										
DIVISION 4 - MASONRY											
	Exterior Masonry Veneer (Material)										
	Exterior Masonry Veneer (Labour)										
	Stone Veneer Crypt Panel System (Material)										
	Stone Veneer Crypt Panel System (Labour)										

(Contractor Name)

AfP# (??)

(Date)

No.	Description	Value (\$)	Complete to date		Previously billed		This Invoice		Amount to complete	
			(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)
	Masonry Cleaning									
	Masonry Sealing									
	DIVISION 5 - METALS									
	DIVISION 6 - WOOD & PLASTICS									
	Rough Carpentry (Material)									
	Rough Carpentry (Labour)									
	DIVISION 7 - THERMAL & MOISTURE PROTECTION									
	Roofing (Material)									
	Roofing (Labour)									
	Metal Flashing and Trim									
	Joint Sealers and Caulking's									
	DIVISION 21 - MECHANICAL									
	level of detail to be determined									
	DIVISION 22 - PLUMBING									
	level of detail to be determined									
	DIVISION 26 - ELECTRICAL									
	level of detail to be determined									
	DIVISION 31 - EARTHWORK									
	Excavating and Trenching									
	Backfill and Compaction									
	Rough Grading									
	Finish Grading									
	DIVISION 32 - EXTERIOR IMPROVEMENTS									
	Granular Subbase									
	Aggregate Base Course									
	Unit Paving									
	DIVISION 33 - SITE INFRASTRUCTURE									
	(review this portion of the list with Civil Consultant)									
	Manholes and Catch basins									
	Site Water Utility Distribution Piping									
	Sanitary Utility Sewage Piping									
	Storm Utility Drainage Piping									
	Weeping Drains and Sub-drains									
	Sub-drainage Piping.									

(Contractor Name)

AfP# (??)

(Date)

No.	Description	Value (\$)	Complete to date		Previously billed		This Invoice		Amount to complete	
			(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)
Subtotals		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00
Change Orders / Change Directives										
co#1	??									
	??									
	??									
	??									
Subtotals		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00

Holdback

Subtotals

Holdback Release

Subtotal

HST

Amount Due for this Progress Draw

(Contractor Name)

AfP# (??)

(Date)

No.	Description	Value (\$)	Complete to date		Previously billed		This Invoice		Amount to complete	
			(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)	(%)	Amount (\$)
Allowance Expenditures (summary of individual expenditures of each allowance)										
Allowance #1 (name from list in Section 012100)										
	??									
	??									
	??									
Subtotals		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00

Allowance #2 (etc.) (name from list in Section 012100)										
	??									
	??									
	??									
Subtotals		0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Section 01 45 00 – Quality Controls
.2 Section 01 21 00 – Allowances
- 1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE .1 Particular requirements for inspection and testing to be carried out by testing laboratory designated by the Engineer are specified under various sections.
- 1.3 APPOINTMENT AND PAYMENT .1 The Owner, on a recommendation from the Engineer/Consultant will appoint and pay for services of testing laboratory except as follows:
.1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
.2 Inspection and testing performed exclusively for Contractor's convenience.
.3 Testing, adjustment and balancing of conveying systems, mechanical and electrical equipment and systems.
.4 Mill tests and certificates of compliance.
.5 Tests specified to be carried out by Contractor under the supervision of The Engineer
.2 Where tests or inspections by designated testing laboratory reveal Work not in accordance with contract requirements, pay costs for additional tests or inspections as required by The Engineer to verify acceptability of corrected work.
.3 The Contractor shall solicit a minimum of 3 quotations from qualified testing agencies as outlined in Section 01 45 00. Quotations will outline fixed and unit prices as required for the project. Contractor will present quotations and qualifications to the Consultant for selection of the agency for this project.
.4 The selected agency shall be the sole agency for this project unless agency does not offer a specific service required. In such case, the consultant shall select the agency to be used.
.5 The Testing and Inspection Agencies are employed by the owner and are acting as their agent for this purpose. The Testing and Inspection agency will not withhold any reports from The Consultant and will submit all correspondence in copy to him between himself and the contractor
- 1.4 CONTRACTOR'S RESPONSIBILITIES .1 Provide labour, equipment and facilities to:
.1 Provide access to Work for inspection and testing.
.2 Facilitate inspections and tests.
.3 Make good Work disturbed by inspection and test.
.4 Provide storage on site for laboratory's exclusive use to store equipment and cure test samples.

- .2 Notify The Engineer sufficiently in advance of operations to allow for assignment of personnel and scheduling of test.
- .3 Where materials are specified to be tested, deliver representative samples in required quantity to testing laboratory.
- .4 Pay costs for uncovering and making good Work that is covered before required inspection or testing is completed and approved by The Engineer.

PART 2 - PRODUCTS

- .1 Not Used.

2.1 NOT USED

PART 3 - EXECUTION

- .1 Not Used.

3.1 NOT USED

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- .1 Section includes administrative provisions for the coordinating construction operations on the Project including, but not limited to, the following:
 - .1 General coordination procedures
 - .2 Construction superintendent
 - .3 Building Permit
 - .4 Regulatory requirements
 - .5 Requests for information (RFI's)
 - .6 Project meetings - General
 - .7 Preconstruction meeting
 - .8 Progress Meeting - **OAC**
 - .9 Change Review Meeting - **CRM**
 - .10 Project close-out meeting.
- .2 Every contractor and sub-contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to specific contractor(s).

1.2 GENERAL COORDINATION PROCEDURES

- .1 Coordination: Coordinate construction operations included in different sections of the specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections, that depend on each other for proper installation, connection, and operation
 - .1 Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation
 - .2 Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - .3 Make adequate provisions to accommodate items scheduled for later installation.
 - .4 Expedite all Section to cooperate with each other to complete the work efficiently, to maintain the construction schedule and correctly to the requirements of the Contract Documents
 - .5 Examine the work of all trades during construction progress and ensure that all the work in conformance with the Contract Documents.
 - .6 Be responsible to coordinate all forms, centering, templates, anchors, sleeves, inserts, chases, openings and accessories required to be fixed or inserted in the work of others to accommodate the work of all trades
 - .1 Either set in place or give complete instructions as to location, size, and the like, to the related trade for installation on your behalf and at your expense.
 - .2 Pay the cost of additional work and make up lost time resulting from failure to provide in the necessary time, information and co-operation, in adequate time

for the same to be incorporated in the work of other trades

- .2 Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings
 - .1 Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

1.3 CONSTRUCTION SUPERINTENDANT

- .1 Refer to the General Conditions of the Contract, and as augmented herein:
- .2 The Contractor shall provide a full-time Construction Superintendent for the project.
 - .1 The Construction Superintendent must remain on site for all phases of the construction until "Total Performance" of the Contract has been achieved.
 - .2 The Construction Superintendent shall be the individual identified in the tenderer's proposal document submitted during the prequalification phase, or other, as acceptable to the Owner and Consultant.
- .3 The Construction Superintendent must be experienced in projects of similar size and nature as this proposed project.
 - .1 The Consultant may request references for the proposed superintendent.
 - .1 Should the proposed Construction Superintendent be deemed unsuitable, at the express discretion of the Owner and Consultant, the Contractor shall provide an alternate acceptable Construction Superintendent with no adjustment in the Contract Price or Time.
- .4 The Construction Superintendent shall represent the Contractor on site, directions given to him by the Consultant or Owner shall be as given to the Contractor. The Construction Superintendent must have the authority to make binding decisions on behalf of the Contractor.
- .5 The Construction Superintendent shall not be changed except for good reason and only then after consultation with, and agreement by, the Owner and Consultant
- .6 The Contractor shall request and ensure that all trades employ satisfactory, experienced and qualified supervisors for their sections of work.

1.4 SITE DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed Shop Drawings.
 - .5 Shop Drawings submission list.
 - .6 Change Master list, and copies of change related paperwork

- .1 Change Notice
- .2 Change Orders, Change Directive
- .7 Other Modifications to Contract.
- .8 Field Test Reports.
- .9 Work Schedule, Original and all updates
- .10 Health and Safety Plan and Other Safety Related Documents.
- .11 Other documents as specified, or as may be requested.

1.5 BUILDING PERMIT

- .1 Building Permits
 - .1 The Contractor shall be responsible for the application for the Building Permit on behalf of the project.
 - .1 The Building Permit will be paid for by the Contractor.
 - .2 Coordinate and provide to the Authorities Having Jurisdiction, any and all responses required from all parties to satisfy any questions arising out of the building permit application.
 - .2 Provide authorities having jurisdiction with any and all information as may be requested throughout the course of the project.
 - .1 Coordinate and provide, any and all information required from all parties to satisfy any questions that may be provided.
 - .3 The Contractor shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction as set out in the Ontario Building Code.
 - .1 The Contractor shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code.
 - .2 The Contractor shall take minutes of these meetings and distribute copies to any and all persons, companies necessary and required to resolve all issues.
 - .3 The contractor shall collect and coordinate the response with the various parties and provide a consolidated response to the authorities having jurisdiction.
- .2 Other Permits
 - .1 Make application for and obtain all other permits on behalf of the project.
 - .1 These permits will be applied for and paid for by the Contractor or his sub-trades.
 - .2 Include the cost in the Stipulated Sum Tender Price.
 - .3 Coordinate and provide to the Authorities Having Jurisdiction, any and all responses required from all parties to satisfy any questions arising out of the building permit application.

1.6 REGULATORY
REQUIREMENTS

- .1 Building Codes
 - .1 The project work has been documented to comply with the requirements of the Ontario Building Code and all amendments to date
 - .2 Modifications to the project must not reduce the requirements of the Ontario Building Code.
 - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code.
 - .4 Conform to Ontario Fire Code, latest amendment
- .2 Safety Codes
 - .1 Comply with the requirements of the Ontario Ministry of Labour specifically, and municipal and/or federal authorities as applicable for construction safety on this project
 - .2 Contractor to include all costs for temporary facilities necessary to comply with safety standards
 - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code
- .3 Ministry of Labour – Constructor Guidelines
 - .1 Comply with the requirements of the Occupational Health and Safety Branch Ministry of Labour – Constructor Guidelines – March 2009.

1.7 REQUESTS FOR
INFORMATION (RFI's)

- .1 General: Review Contract Documents ahead of work required for the project and submit RFI's in a timely fashion so as to not delay the work. Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified
 - .1 Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response
 - .2 Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors
- .2 Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following
 - .1 Project name
 - .2 Project number
 - .3 Date.
 - .4 Name of Contractor
 - .5 Name of Architect
 - .6 RFI number, numbered sequentially
 - .7 RFI subject
 - .8 Specification: Section Title, Section Number, Article and Item number and related paragraphs, as appropriate
 - .9 Drawing: Number, and location reference and photocopy/printed scan of portion of drawing as may be required to fully describe information required.
 - .10 Field dimensions and conditions, as appropriate
 - .11 Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI

- .12 Contractor's signature
- .13 Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation
 - .1 Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- .3 Architect's Action: Architect will review each RFI, determine action required, and respond. Allow ten (10) working days for Architect's response for each RFI.
 - .1 The following Contractor-generated RFIs will be returned without action
 - .1 Requests for approval of submittals
 - .2 Requests for approval of substitutions
 - .3 Requests for approval of Contractor's means and methods.
 - .4 Requests for coordination information already indicated in the Contract Documents.
 - .5 Requests for adjustments in the Contract Time or the Contract Sum.
 - .6 Requests for interpretation of Architect's actions on submittals.
 - .7 Incomplete RFIs or inaccurately prepared RFIs.
 - .2 Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information
 - .3 Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.
 - .1 If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within three (3) days of receipt of the RFI response.\
 - .4 The Consultant shall endeavor to provide, with reasonable promptness, written responses to requests from the Contractor for clarification and interpretation of the requirements of the Contract Documents. Such services shall be provided as part of the Consultants Services. However, if the Contractors' requests for information, clarification or interpretation are, in the Consultant's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonable inferable therefrom, the Consultant shall be entitled to compensation for Additional Services in accordance with their agreement with the Owner, for time spent responding to such Requests. In turn, the Owner shall deduct these costs, plus a reasonable mark-up for administration, from the Contractors payment applications.
- .4 RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit up-to date log bi-weekly at

commencement of OAC construction meetings. Log shall include no less than the following:

- .1 Project name
- .2 Name and address of Contractor
- .3 RFI number including RFIs that were returned without action or withdrawn
- .4 RFI description/title
- .5 Date the RFI was submitted
- .6 Date Architect's response was received.

- .5 On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three (3) days if Contractor disagrees with response

- .1 Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate
- .2 Identification of related Site Instruction, Change Order, Change Directive, and Proposal Request, as appropriate

1.8 PROJECT MEETINGS -
GENERAL

- .1 Schedule and administer project meetings throughout the progress of the work at bi-weekly intervals on a day and time coordinated with the Owner and Consultant.
- .2 Prepare agenda for meetings.
- .3 Send a re-occurring meeting request to Owner, Tenant, Consultants, Sub-Consultants, Sub-Contractors and other pertinent parties as required by the phase and progress of the work.
- .4 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.
- .5 Preside at meetings.
 - .1 Take attendance of each meeting.
 - .2 Record the meeting minutes accurately and without bias to any party.
 - .3 Include significant proceedings and decisions.
 - .4 Do not include additional items not discussed at the meeting
 - .5 Identify actions by parties.
 - .6 Distribute the meeting minutes within two (2) days of the meeting.
- .6 If, in the opinion of the Owner and Consultant, the meeting minutes are not being recorded accurately, or are showing undue bias to any party, the consultant may assume the responsibility of producing the meeting minutes and deduct and bill the Owner for this additional service. The Owner in turn will deduct these costs from the payment applications.

1.9 PRECONSTRUCTION MEETING

- .1 Within five (5) days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Senior Representatives of Owner, Consultant, Sub Consultants, Contractor, major Subcontractors, field inspectors and Supervisors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum two (2) days before meeting.
- .4 Agenda to include:
 - .1 Appointment of Official Representative for the project
 - .1 Include name, title, organization and contact information.
 - .2 Schedule of Work: provide and review project schedule
 - .1 Section 01 32 16 - Construction Progress Schedules
 - .3 Project Submittals: Review initial submissions
 - .4 Building Permit: Review status
 - .5 Shop Drawing Submission Schedule: present and review full schedule. Discuss grouped submissions. Submit submittals.
 - .1 Section 01 33 00 - Submittal Procedures.
 - .6 Temporary facilities: Site signs, offices, storage sheds, utilities, fences in accordance with contract documents.
 - .7 Site security: in accordance with contract documents
 - .8 Office procedures
 - .1 Change notices
 - .2 Change Orders, Change Directives - mark-up percentages permitted, time extensions, overtime
 - .3 Shop Drawings – procedures
 - .4 Approvals required
 - .5 Administrative requirements.
 - .9 Owner provided products.
 - .10 Record Drawings in accordance with Section 01 33 00 - Submittal Procedures.
 - .11 Maintenance Manuals in accordance with Section 01 78 00 - Closeout Submittals.
 - .12 Take-over Procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.
 - .13 Monthly progress claims, administrative procedures, photographs, hold backs.
 - .14 Process of Appointment of inspection and testing agencies or firms.
 - .15 Insurances, transcript of policies.

1.10 PROGRESS MEETINGS OAC.1
(Owner/ Architect/Contractor)

- .1 During course of Work and schedule progress meetings bi-weekly at a time to be agreed upon by all team participants.
- .2 Owner, Tenant, Consultant, General Contractor and Major Subcontractors, Supervisors involved in the work are to be in attendance as a minimum.

- .3 Notify parties minimum five (5) days prior to meetings.
- .4 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within two (2) days after meeting.
- .5 Agenda to include the following:
 - .1 Previous Minutes - Review, approval of minutes of previous meeting.
 - .2 Construction Schedule
 - .1 Review progress since the last meeting.
 - .2 Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
 - .3 Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so.
 - .4 Review schedule for next period
 - .5 Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - .3 RFI (Request For Information) Schedule review
 - .4 Submittals Schedule review
 - .5 Review of Work, field observations, problems, conflicts.
 - .6 Maintenance of quality standards.
 - .7 Other business.

1.11 CHANGE REVIEW MEETING .1
CRM

- .1 During course of Work and schedule progress meetings bi-weekly to occur directly after the OAC Meeting.
- .2 Project Managers representing The Owner, Consultant, General Contractor (and when requested, Major Subcontractors) involved in the work shall be in attendance. Where Subcontractors have no involvement with active changes, they shall not attend the meeting.
- .3 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within 2 days after meeting.
- .4 Agenda to include the following:
 - .1 Review, approval of minutes of previous meeting.
 - .2 Progress on changes since last meeting.
 - .3 Change issuance or design activities impeding or potentially impeding construction schedule.
 - .4 Status of Pricing Submissions
 - .5 Pricing Review and Resolution
 - .6 New Business

1.12 PROJECT CLOSEOUT MEETING .1

- .1 Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than thirty (30) days prior to the proposed date of Substantial Completion
 - .1 Conduct the conference to review requirements and

- .2 responsibilities related to Project closeout
- .2 Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work
- .3 Agenda: Discuss items of significance that could affect or delay Project closeout, including the following
 - .1 Preparation of record documents
 - .2 Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance
 - .3 Submittal of written warranties
 - .4 Requirements for preparing operations and maintenance data
 - .5 Requirements for delivery of material samples, attic stock, and spare parts
 - .6 Requirements for demonstration and training
 - .7 Preparation of Contractor's punch list/deficiency list
 - .8 Procedures for processing Applications for Payment at Substantial Completion and for final payment
 - .9 Submittal procedures
 - .10 Owner's partial occupancy requirements
 - .11 Installation of Owner's furniture, fixtures, and equipment
 - .12 Responsibility for removing temporary facilities and controls
- .4 Minutes: record and distribute meeting minutes

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

- 3.1 NOT USED .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS .1 Section 01 33 00 - Submittals

1.2 DEFINITIONS

- .1 Activity: element of Work performed during course of Project. Activity normally has expected duration, and expected cost and expected resource requirements. Activities can be subdivided into tasks.
- .2 Bar Chart (GANTT Chart): graphic display of schedule-related information. In typical bar chart, activities or other Project elements are listed down left side of chart, dates are shown across top, and activity durations are shown as date-placed horizontal GANTT Chart Schedules for this project shall be created in either Primavera or MS Project.
- .3 Baseline: original approved plan (for project, work package, or activity), plus or minus approved scope changes.
- .4 Construction Work Week: Monday to Friday, inclusive, will provide five day work week and define schedule calendar working days as part of Bar (GANTT) Chart submission.
- .5 Duration: number of work periods (not including holidays or other nonworking periods) required to complete activity or other project element. Usually expressed as workdays or workweeks.
- .6 Master Plan: summary-level schedule that identifies major activities and key milestones.
- .7 Milestone: significant event in project, usually completion of major deliverable.
- .8 Project Schedule: planned dates for performing activities and the planned dates for meeting milestones. Dynamic, detailed record of tasks or activities that must be accomplished to satisfy Project objectives. Monitoring and control process involves using Project Schedule in executing and controlling activities and is used as basis for decision making throughout project life cycle.
- .9 Project Planning, Monitoring and Control System: overall system operated by The Consultant to enable monitoring of project work in relation to established milestones.

1.3 REQUIREMENTS

- .1 Ensure Master Plan and Detail Schedules are practical and remain within specified Contract duration.
- .2 Plan to complete Work in accordance with prescribed milestones and time frame.
- .3 Limit activity durations to maximum of approximately 30 working days, to allow for progress reporting.

- .4 Ensure that it is understood that Award of Contract or time of beginning, rate of progress, Interim Certificate and Final Certificate as defined times of completion are of essence of this contract.

1.4 START DATE

- .1 The work shall be started within 10 days of written orders to commence the same and carried on to completion.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit Master Plan Schedule to Consultant within ten (10) working days of Award of Contract.
 - .1 Include all project major milestones for review by consultant and owner representative.
 - .2 Review at first OAC meeting.
 - .3 Incorporate comments received.
- .3 Submit complete Project Schedule to Consultant within ten (10) working days of receipt of reviewed Master Plan Schedule.
 - .1 Modify and update project schedule monthly and reissue prior to OAC meetings.

1.6 MASTER PLAN

- .1 Develop Master Plan schedule for protect Specific requirements.
- .2 Include the following items as minimum requirements.
 - .1 Contract Award.
 - .2 Mobilization to site
 - .3 Construction commencement date
 - .4 Building permit received
 - .5 Start and finish for each Major trade
 - .6 Substantial performance
 - .7 Total Performance.
 - .8 Critical Delivery items.
- .3 Reviewed schedule will become the basis for the creation of the Project Schedule.

1.7 PROJECT SCHEDULE

- .1 Develop detailed Project Schedule derived from Master Plan.
- .2 Ensure detailed Project Schedule includes as minimum milestone and activity types as follows:
 - .1 Contract Award.
 - .2 General Contractor Mobilization to site
 - .3 Construction commencement date
 - .4 Building Trades – Shop Drawings, Start and Finish for each and every trade, or part thereof, including but not limited to the following
 - .1 Building Excavation
 - .2 Building Backfill.

- .3 Foundation footings and walls.
- .4 Foundation walls
- .5 Slab on grade.
- .6 Concrete Structure by level
- .7 Parapets
- .8 Roofing.
- .9 Mechanical
- .10 Electrical.
- .5 Civil Works
 - .1 Excavation
 - .2 Backfill.
 - .3 Unit Paving
 - .6 Building Management Manual
 - .7 Testing and Commissioning
 - .8 Demonstration and training
 - .9 Substantial Performance
 - .10 Total Performance.
- .3 Add additional Critical Path Risk Items identified, including, but not limited to:
 - .1 Equipment supply, long delivery items.
 - .2 Owner supplied items.
 - .3 Specialty items.
 - .4 Start and end of each Crypt.
 - .5 Critical items issues required of the Client/Facility
 - .6 All service interruptions.

1.8 PROJECT SCHEDULE REPORTING

- .1 Update the Project Schedule on monthly basis reflecting activity changes and completions, as well as activities in progress.
- .2 Provide the consultant and owner a copy of the updated schedule in printed format and digital, (manipulatable .mpp) format with each progress draw.
- .3 Include as part of Project Schedule,
 - .1 Identifying Work status to date
 - .2 Comparing current progress to baseline
 - .3 Provide current forecasts
 - .4 Defining problem areas, anticipated delays and impact
 - .5 If off schedule, provide proposed mitigation.
- .4 The monthly issuance of an updated project schedule shall coincide with the issuance of the Contractor's application for payment and shall form part of the requirement for a Certificate of Payment being issued by the Consultant to the Owner. Failure to provide the schedule, may result in the delay of payment of an application.

1.9 SCHEDULE RESPONSIBILITY

- .1 The Owner, and Consultant will use the schedule for budgeting, planning and coordinating activities.
- .2 The schedule is the responsibility of the Contractor. Once the initial schedule is reviewed and approved by the consultant, the contractor will implement measures as required to maintain the schedule and or

make up the slippage lost. The owner will not be responsible for the cost required in contractor or subcontractor overtime, expedited material etc. as a result of slippage in the schedule.

1.10 PROJECT MEETINGS

- | | |
|----|--|
| .1 | Discuss Project Schedule at each site meetings, identify activities that are behind schedule and provide measures to regain slippage. Activities considered behind schedule are those with projected start or completion dates later than current approved dates shown on baseline schedule. |
|----|--|

PART 2 - PRODUCTS

2.1 NOT USED

- | | |
|----|-----------|
| .1 | Not used. |
|----|-----------|

PART 3 - EXECUTION

3.1 NOT USED

- | | |
|----|-----------|
| .1 | Not used. |
|----|-----------|

END OF SECTION

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS
- .1 Division 1 – General Requirements
 - .2 Section 01 32 16.06 – Construction Progress Schedule
 - .3 Section 01 45 00 – Quality Control
 - .4 Section 01 77 00 – Closeout Submittals
 - .5 All Section and Divisions of the Work
- 1.2 DEFINITIONS
- .1 Action Submittals: Written and graphic information and physical samples that require Consultant's responsive action.
 - .2 Informational Submittals: Written and graphic information and physical samples that do not require Consultant's responsive action. Submittals may be rejected for not complying with requirements.
- 1.3 ACTION SUBMITTALS
- .1 Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Consultant and additional time for handling and reviewing submittals required by those corrections
 - .1 Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule
 - .2 Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication
 - .3 Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule
 - .1 Submit revised submittal schedule to reflect changes in current status and timing for submittals
 - .4 Format: Arrange the following information in a tabular format
 - .1 Scheduled date for first submittal
 - .2 Specification Section number and title
 - .3 Submittal category: Action; Information
 - .4 Name of subcontractor
 - .5 Description of the Work covered
 - .2 Submission Log: Prepare a SUBMITTAL LOG for the project. Maintain, update and distribute an updated log with each regular construction meetings, throughout the course of the Work. Log shall include the following minimum requirements:
 - .1 Submission Number

- .1 Spec section, article number and submission reference (042113,2.2.2-01)
- .2 General Contractors date submitted to Consultant (date received by consultant)
- .3 Consultant Submitted to (Sub-consultant or prime)
- .4 Excepted return date (no less than fifteen (15) working days from submission date unless previously agreed to by all parties)
- .5 Actual return date
- .6 Status indicator (pending review, reviewed, revise as noted, revise and resubmit, not reviewed)

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

Consultant's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Consultant for Contractor's use in preparing submittals.

- .2 Coordination: Coordinate preparation and processing of submittals with performance of construction activities
 - .1 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity
 - .2 Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule
 - .3 Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals
 - .4 Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination
 - .1 Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received

1.5 PROCESSING TIME

- .1 Processing Time: Unless otherwise noted, allow time for submittal review, including time for re-submittals, as follows.
 - .1 Initial Review: Allow **fifteen (15) working** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Consultant will advise Contractor when a submittal being processed must be delayed for coordination
 - .2 Re-submittal Review: Allow **fifteen (15) working** days for review of each re-submittal

1.6 ADMINISTRATIVE

- .1 Time for review shall commence on Consultant's receipt of submittal
- .2 Submit to Consultants, submittals listed/schedule for review. Submit promptly and in orderly sequence to not cause delay in Work.
- .3 Failure to properly schedule all submissions and/or resubmissions shall not be considered for a modification to the Contract Price or

Time. No claim for extension by reason of such default will be considered. Contractor shall coordinate this requirement with all trades and supplier and the Submission and Construction Schedules.

- .4 Shop Drawing Units: - Present shop drawings, product data, samples and mock-ups in Metric Units or Imperial Units depending on units provided by Consultant. Shop drawings provided in units contrary to this **will** be returned to contractor un-reviewed for conversion to the appropriate units.
- .5 General Contractors Review of Shop Drawings: Review **all** submittals from all sub-trades and suppliers prior to submission to Consultants. This review **will** be held to have been a thorough review General Contractor and that all the necessary requirements have been determined, reviewed and coordinated with requirements of Work and Contract Documents.
 - .1 Submittals not stamped, signed, dated and identified as to specific project **will** be returned without being examined and considered rejected.
 - .2 If, in the express opinion of the Consultant, the submission has not been properly or thoroughly reviewed by the Contractor, the submission **will** be returned without being examined and considered rejected.
- .6 Options: Identify options (highlight, and provide action sticky) requiring selection by Consultant
- .7 Coordination: Coordinate preparation and processing of submittals with performance of construction activities
 - .1 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity
 - .2 Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule
 - .3 Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals
 - .4 Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination
- .8 Verify that field measurements and affected adjacent Work are co-ordinated.
- .9 Electronic Submittals: **Required/Mandatory**. All submissions shall be provide in electronic PDF format, unless otherwise approved. Paper submissions are not permitted, and will be rejected.
- .10 Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review
- .11 Submittals not required by the Contract Documents may not be reviewed. Notification will be provided that the submission is not

required.

- .12 Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.
- .13 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant's review.
- .14 The Consultant will review and return shop drawings and samples with reasonable promptness so as to avoid delay.
 - .1 This review by the Consultant, or any of its sub-consultants, of shop drawings, samples and data sheets pertains to general design only.
 - .2 Errors in dimensions, quantities or interference will be marked if noticed, but this will not relieve the Contractor in any way from his responsibilities for the proper fitting, finishing, quality, quantities, erection and coordination of the Work in accordance with the requirements of the Contract Documents.
 - .3 The Contractor shall be fully responsible in his review for errors on shop drawings and for furnishing materials and labour not specifically indicated or specified but required to properly complete the Work.
 - .4 Before preparation of shop drawings, or prior to fabrication, the Contractor shall confirm dimensions which can be correlated with job conditions
- .15 Separate submissions: Separate submissions by Consultant discipline and by specification section and provide separate submission cover for each item required.
- .16 Partial and preliminary submissions: Partial submissions and preliminary submissions should not be provided for the project, without the prior approval of the Consultant. If provided without approval they will be returned without action.
 - .1 Co-ordinate the preparation, submission, review, (re-submission and re-review) of all submittals with the Construction schedule.
- .17 Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Consultant on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal
- .18 Resubmittals: Make resubmittals in same form and number of copies as initial submittal
 - .1 Note date and content of previous submittal
 - .2 Note date and content of revision in label or title block and clearly indicate extent of revision
 - .3 Resubmit submittals until they are marked with approval notation from Consultant's action stamp

- .19 Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms
- .20 Submittals on Site:
 - .1 Print and maintain one full scale, colour copy of each reviewed submission on site.
 - .2 Use only final action submittals that are marked with approval notation from Consultant's stamp.
 - .3 Provide access to these files for use by the Consultant or Owner

1.7 DELIVERY INFORMATION

- .1 Prepare and issue submittals directly to consultant responsible for design of that portion of work, with a copy of every submission being provided to the Prime Consultants designee.
 - .1 Refer to Specification table of contents for reference to consultant responsible by section.
 - .2 Refer to contact information for consultants in spec section 002113 Instruction to bidders article 1.9.
 - .3 Submit all materials, samples and the like, prepaid postage and/or shipping, to the Consultants place of work as listed in the specification or as otherwise agreed upon.
- .2 Transmittal: All copies of shop drawings shall include a round trip transmittal and stamping sheet.
 - .1 Indicate name of firm or entity that prepared each submittal on label or title block
 - .2 Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Consultant
 - .3 Include the following information for processing and recording action taken
 - .1 Project name
 - .2 Project Number (Architects project number)
 - .3 Date
 - .4 Submittal number or other unique identifier, including revision identifier
 - .1 Submittal number. Section and Article number dash submission number as (042113,2.2.2-01).
 - .2 Re-submittals shall revise the final submission number as follows (042113,2.2.2-02).
 - .5 Specification Section Number and Name
 - .6 Drawing number and detail reference number (as applicable)
 - .7 Name of Consultant
 - .8 Name of Subcontractor
 - .9 Name of Supplier
 - .10 Name of Manufacturer
 - .11 Submittal number or other unique identifier, including revision identifier

- .12 Other information as may be required or requested by the Consultant.

1.8 SHOP DRAWINGS AND
PRODUCT DATA

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Submit drawings stamped and signed by professional engineer registered or licensed in Province of Ontario, Canada.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4 Adjustments made on shop drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work. Proceeding with the work without approval for additional scope is the contractor's acceptance that they accept all cost associated with the supply and install as indicated on the shop drawings.
- .5 Make changes in shop drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of revisions other than those requested.
- .6 Submissions include:
- .1 Date and revision dates.
- .2 Project title and number.
- .3 Name and address of:
- .1 Subcontractor.
- .2 Supplier.
- .3 Manufacturer.
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
- .1 Fabrication.
- .2 Layout, showing dimensions, including identified field dimensions, and clearances.
- .3 Setting or erection details.
- .4 Capacities.
- .5 Performance characteristics.
- .6 Standards.
- .7 Operating weight.
- .8 Wiring diagrams.
- .9 Single line and schematic diagrams.
- .10 Relationship to adjacent work.
- .7 After Consultant review, distribute copies.

- .8 Delete information not applicable to project.
- .9 Supplement standard information to provide details applicable to project.
- .10 The review of shop drawings by Consultant is for sole purpose of ascertaining conformance with general concept.
 - .1 This review shall not mean that The Consultant approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of construction and Contract Documents.
 - .2 Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of sub-trades.

1.9 GROUP SUBMISSIONS

- .1 Within the first thirty (30) days of construction, coordinate with all required sub-trades and provide the following group submittals for review by the Consultant. These group submissions are required to review a number of project elements together to preserve the architectural design intent of the project. Provide all sample clearly labeled and identified. Group all materials into a single submission and submit to the consultant at least ninety (90) days before material is required to be ordered.
 - .1 Exterior Finish Group, all exterior cladding materials including but not limited to:
 - .1 Exterior brick masonry.
 - .1 Sample of each type
 - .2 Exterior Insulation and Finish System
 - .1 Manufacturers Literature
 - .2 Colour selection chart.
 - .3 Mineral Fiber Cement Panels
 - .1 Manufacturers Literature
 - .2 Colour selection chart.
 - .4 Preformed Metal Siding
 - .1 Manufacturers Literature
 - .2 Colour sample selection chart.
 - .5 Glazing
 - .1 Manufacturers literature
 - .2 Sample of each types of glazing unit including spandrel
 - .6 Other material used on the exterior of the building
 - .1 Manufacturers literature
 - .2 Colour selection samples.
 - .2 Interior Finish Group
 - .1 Finish Carpentry - woodwork
 - .1 300x300 sample of finished woodworks and trims.

- .1 Range of finishes and stains where applicable.
- .2 Solid Surface, manufacturers sample ranges as specified in contract documents
- .2 Architectural Woodwork
 - .1 300x300 sample of finished wood and trims
 - .2 P.Lam, manufacturers sample ranges as specified in contract documents.
- .3 Wood Doors.
 - .1 300x300 sample of finished wood door in species of wood identified and finished to meet specification requirements
 - .1 Range of finishes and stains where applicable.
- .4 Flooring.
 - .1 Manufacturers literature
 - .2 Manufacturers colour range(s) of each flooring type with specified surface texture and colour.
 - .3 Base, manufacturers colour range of each type of base, with specified colour, or colour sample range where no colour specified.
- .5 Acoustic Panel Ceilings.
 - .1 Manufacturers literature
 - .2 Manufacturers colour range(s) of each type of ceiling specified.
- .6 Folding Panel Partitions/Operable Walls.
 - .1 Manufacturers literature
 - .2 Manufacturers colour range of wall covering with specified surface texture and colour, or colour sample range where no colour specified.
- .7 Toilet Compartments.
 - .1 Manufacturers literature
 - .2 Colour selection sample range.
- .8 Lockers.
 - .1 Manufacturers literature
 - .2 Colour selection sample range.
- .9 Elevators and Lifts.
 - .1 Manufacturers literature
 - .2 Colour selection chart and sample range for all wall ceiling and floor finishes where applicable.

1.10 OPERATION AND
MAINTENANCE MANUALS

- .1 Operation and Maintenance Manual Master List: **Sixty (60)** working days prior to requesting substantial performance, the contractor shall review the Contract Documents (specification, schedules, and drawings) and assemble a master list of all materials to be included in the Operation and Maintenance Manual, necessary and required for the project.
 - .1 Organize list to match the format of final submission,
 - .2 Submit this list to the Consultant for review.
- .2 Coordinate the assembly of all manuals from all trades and

sub-trades, to match this master format developed for the project. Review all submissions from trades and sub-trades for compliance prior to submission to the Consultant.

- .3 Warranty and Guaranty: All Warranty and Guarantees periods shall commence on the date of Substantial Performance of the Project. Coordinate this requirement with all sub-trades and suppliers. Review submissions from trades, sub-trades and suppliers to ensure conformance. Do not submit Operation and Maintenance manuals until all are in conformance with this requirement.
- .4 Manuals to contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information. Instructions in this manual shall be in simple language so as to guide the Owner in the proper operation and maintenance of building components. In all cases where a manufacturer's data sheets, instruction and/or maintenance manuals are available in bilingual form they shall be so included in the submission.
- .5 Submit two (2) Hard and two (1) Electronic copies of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Consultant.
 - .1 For printed copies, Bind contents in a three-ring, hard covered, plastic jacketed binder.
- .6 Organize contents into applicable categories of work, parallel to specifications Sections. Including the following:
 - .1 Title Sheet, labeled "Operating and Maintenance instructions", containing project name and date
 - .2 Contact info for General Contractor, Sub-Contractors and all Suppliers
 - .3 List of names, addresses and phone numbers of subcontractors and suppliers who can effect repair or maintenance on equipment
 - .4 List of contents
 - .5 Maintenance instructions for finished surface and materials
 - .6 Copy of hardware and paint schedules
 - .7 Description, operation and maintenance instructions for equipment and systems, including complete lists of equipment and parts list. Indicate nameplate information such as make, size, capacity, serial numbers
 - .8 Names, addresses and phone number of sub-contractors and suppliers
 - .9 Guarantees, warranties and bonds
 - .10 Additional material used in project listed under various Sections showing name of manufacturer and source of supply
- .7 Include one complete set of final reviewed shop drawings, bound separately, indicating any changes made during fabrication and installation.

1.11 SAMPLES

- .1 Submit for review samples in duplicate as requested in respective

specification Sections. Label samples with origin and intended use.

- .2 Deliver samples prepaid to the office of the respective Consultant reviewing the sample, or as agreed to by the Consultant and Owner.
- .3 Notify Consultant in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- .4 Adjustments made on samples by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work. Proceeding with the work without approval for additional scope is the contractor's acceptance that they accept all cost associated with the supply and install.
- .5 Make changes in samples which Consultant may require, consistent with Contract Documents.
- .6 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.12 DELEGATED DESIGN SERVICES

- .1 Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated
 - .1 If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Consultant
- .2 Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit five paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional
 - .1 Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services

1.13 MOCK-UPS

- .1 Erect mock-ups in accordance with 01 45 00 - Quality Control and each applicable specification section.

1.14 PHOTOGRAPHIC DOCUMENTATION

- .1 Provide construction progress during the course of construction. Photographs shall start at time of contract award and end at time of issuance of certificate of deemed completion.
- .2 Provide minimum 15 pictures per month.
- .3 Submit one set of electronic copy of colour digital photography in JPG

format, fine resolution with the monthly with progress statement.

- .4 Take Photographs of specific areas of interest on the construction site.
- .5 Monthly application for payment will deem to be incomplete without the progress photo submission.

1.15 CERTIFICATES AND
TRANSCRIPTS

- .1 Immediately after award of Contract, submit WSIB Clearance.
- .2 Submit transcription of insurance immediately after award of Contract.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Ontario
 - .1 Occupational Health and Safety Act, R.S.O. 1990 Updated 2005.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit site-specific Health and Safety Plan: Within 10 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operation.
- .3 Submit 1 copy of Contractor's authorized representative's work site health and safety inspection reports to Consultant Weekly.
- .4 Submit 1 copy of each health and safety meeting minutes to Consultant.
- .5 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .6 Submit copies of incident and accident reports.
- .7 Consultant will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 10 days after receipt of plan. Revise plan as appropriate and resubmit plan to Consultant within 10 days.
- .8 Consultant's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.

1.3 FILING OF NOTICE

- .1 File notification of the Work with all authorities having Jurisdiction, prior to commencing the Work.

1.4 SAFETY ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

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| <u>1.5 MEETINGS</u> | .1 | Schedule and administer Health and Safety meeting with All Trades prior to commencement of Work. |
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| <u>1.6 REGULATORY REQUIREMENTS</u> | .1 | Do Work in accordance with Section 01 41 00 - Regulatory Requirements |
|
 | | |
| <u>1.7 GENERAL REQUIREMENTS</u> | .1 | Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications. |
| | .2 | Consultant may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns. |
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 | | |
| <u>1.8 RESPONSIBILITY</u> | .1 | Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work. |
| | .2 | Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan. |
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 | | |
| <u>1.9 UNFORSEEN HAZARDS</u> | .1 | When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province Territory having jurisdiction and advise Departmental Representative DCC Representative Consultant verbally and in writing. |
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 | | |
| <u>1.10 HEALTH AND SAFETY CO-ORDINATOR</u> | .1 | Employ and assign to Work, competent and authorized representative as Health and Safety coordinator. Health and Safety coordinator must: |
| | .1 | Have site-related working experience specific to activities associated with this type and scale of construction. |
| | .2 | Have working knowledge of occupational safety and health regulations. |
| | .3 | Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work. |
| | .4 | Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan. |
| | .5 | The authorized representative shall be on site when construction activities are ongoing |
| | .6 | The authorized representative shall not be employed in any other capacity except to discharge this duty (ie: cannot be a |

site superintendent, project manager, work coordinator,
laborer etc.)

1.11 POSTING OF DOCUMENTS .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Consultant.

1.12 CORRECTION OF NON-COMPLIANCE .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Consultant
.2 Provide Consultant with written report of action taken to correct non-compliance of health and safety issues identified.
.3 Consultant may stop Work if non-compliance of health and safety regulations is not corrected.

1.13 BLASTING .1 Blasting or other use of explosives is not permitted without prior receipt of written instruction by Consultant.

1.14 POWDER ACTUATED DEVICES .1 Use powder actuated devices only after receipt of written permission from Owner.

1.15 WORK STOPPAGE .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

PART 2 – PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 – EXECUTION

3.1 NOT USED .1 Not used.

END OF SECTION

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Section 012983 – Testing & Inspection Payment
.2 Section 012100 – Allowances
- 1.2 INSPECTION .1 Allow Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
.2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant's instructions, or law of Place of Work.
.3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
.4 Consultant will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, The Owner shall pay cost of examination and replacement.
- 1.3 INDEPENDENT INSPECTION AGENCIES .1 Independent Inspection/Testing Agencies will be engaged in accordance with 01 29 83 for purpose of inspecting and/or testing portions of Work.
.2 Allocated costs: to Section 01 21 00 - Allowances
.3 Provide equipment required for executing inspection and testing by appointed agencies.
.4 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
.5 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Consultant at no cost to Owner Pay costs for retesting and re-inspection.
.6 Inspectors shall be qualified to perform type of inspection required and shall meet basic requirements of ASTM E329 "Standard of Specification for Agencies engaged in the testing and or inspection of materials used in construction."
.7 Concrete testing shall be performed by testing agency conforming to

the requirements of CSA A283 "Qualification Code for Concrete Testing Laboratories."

1.4 STANDARDS

- .1 Where initials of an organization are used, followed by number or combination of numerals and letters, this designates a standard produced by the organization. Conform to issue of standard so designated, as amended and revised to date of contract. When designation does not indicate particular edition of standard edition current at date of Contract shall apply.
 - .1 Contractor shall provide a copy of all standards indicated or required for the project in the Construction trailer and will provide copies to the consultant upon request.
- .2 Wherever a standard confers upon a person, a body politic or a body corporate the right to approve, to select, to exercise authority or to interpret the standard, and refers to that person, body politic or body corporate as the Authority having jurisdiction, the Authority, the Engineer, the Department, the Purchaser, the Contracting Officer or by some other such designation, the Architect shall have the right to exercise the powers of any such person, body politic, or body corporate.
- .3 Where standards and manufacturer's instructions reduce the requirements of the Contract Documents, the Contract Documents shall govern.
- .4 Where standards and manufacturer's instructions are in excess of the requirements of the Contract Documents, the Standards and manufacturers instruction shall govern.

1.5 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

1.6 REPORTS

- .1 Submit two (2) copies of inspection and test reports to Consultant.
- .2 Provide copies to the general contractor, subcontractor & manufacturer of work being inspected or tested.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

- 1.1 ACTION AND INFORMATIONAL SUBMITTALS .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures
- 1.2 INSTALLATION AND REMOVAL .1 Provide temporary utilities in order to execute work expeditiously.
.2 Remove from site all such work after use.
- 1.3 DEWATERING .1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.
- 1.4 WATER SUPPLY .1 Temporary water can be accessed from the adjacent buildings Phase XIV at no cost to the contractor.
.2 Contractor shall make all temporary connections as required for construction. Coordinate connections with Owner, temporary connection shall not impede the Owners use of the surrounding grounds.
.1 Contractor shall disconnect all temporary connections upon completion of work and make good all.
- 1.5 TEMPORARY HEATING AND VENTILATION .1 Ventilating:
.1 Prevent accumulations of dust, fumes, mists, vapors or gases in areas occupied during construction.
.2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.
.3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.
.4 Ventilate storage spaces containing hazardous or volatile materials.
.5 Ventilate temporary sanitary facilities.
.6 Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful contaminants.
.2 Heating:
.1 Provide temporary heating required during construction period, including attendance, maintenance and fuel
.2 Provide temporary heat and ventilation in enclosed areas as required to
.1 Facilitate progress of Work
.2 Protect Work and products against dampness and cold
.3 Prevent moisture condensation on surfaces

- .4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials
- .5 Provide adequate ventilation to meet health regulations for safe working environment
- .3 Maintain strict supervision of operation of temporary heating and ventilating equipment to:
 - .1 Conform with applicable codes and standards.
 - .2 Enforce safe practices.
 - .3 Prevent abuse of services.
 - .4 Prevent damage to finishes.
 - .5 Vent direct-fired combustion units to outside.
- .4 Monitor space temperature and provide means of temporary heating to all areas of the construction zone throughout construction to ensure space temperature remains above freezing and that the fire hose cabinets and associated water lines are protected. Protect any openings made in exterior for construction activities so as not to negatively impact space temperature
- .3 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.

1.6 TEMPORARY POWER AND LIGHT

- .1 Temporary water can be accessed from the adjacent buildings Phase XIV at no cost to the contractor.
- .2 Temporary power for electric cranes and other equipment requiring in excess of above is responsibility of Contractor.
- .3 Arrange for connection with Owner where impacting existing distribution. Pay all costs for installation, maintenance and removal.
- .4 Electrical power and lighting systems installed under this Contract may be used for construction requirements only with prior approval of Consultant provided that guarantees are not affected. Make good damage to electrical system caused by use under this Contract. Replace lamps, which have been used for more than 3 months.

1.7 TEMPORARY COMMUNICATION FACILITIES

- .1 Provide and pay for temporary telephone, data, and equipment necessary for own use.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Not Applicable.

END OF SECTION

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Section 013119 – Project Management and Coordination.
- 1.2 REFERENCES .1 Canadian General Standards Board (CGSB)
.1 CAN/CGSB 1.189-00, Exterior Alkyd Primer for Wood.
.2 CGSB 1.59-97, Alkyd Exterior Gloss Enamel.
.2 Canadian Standards Association (CSA International)
.1 CSA-A23.1/A23.2-04, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
.2 CSA-0121-M1978(R2003), Douglas Fir Plywood.
.3 CAN/CSA-S269.2-M1987(R2003), Access Scaffolding for Construction Purposes.
.4 CAN/CSA-Z321-96(R2001), Signs and Symbols for the Occupational Environment.
.3 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as of: May 14, 2004.
- 1.3 ACTION AND INFORMATIONAL SUBMITTALS .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- 1.4 INSTALLATION AND REMOVAL .1 Prepare site plan, for review and discussion with the Consultant and Owner, indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation.
.2 Identify areas which have to be graveled to prevent tracking of mud.
.3 Indicate use of supplemental or other staging area.
.4 Provide construction facilities in order to execute work expeditiously.
.5 Remove from site all such work after use.
.6 Restore damaged site works, after removal of temporary works.
- 1.5 SCAFFOLDING .1 Scaffolding in accordance with CAN/CSA-S269.2.
.2 Provide and maintain scaffolding, ramps, ladders, swing staging, platforms and temporary stairs as required for all stages of construction.
- 1.6 HOISTING .1 Provide, operate and maintain hoists and cranes required for moving

of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.

.2 Hoists and cranes to be operated by qualified operators only.

1.7 ELEVATORS

.1 Use of existing elevators for construction or contractor personnel will not be permitted.

1.8 SITE STORAGE/LOADING

.1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.

.2 Do not load or permit to load any part of Work with weight or force that will endanger Work.

1.9 CONSTRUCTION PARKING

.1 Parking will be permitted on site in the designated contractor parking areas.

.2 Provide and maintain adequate access to project site.

1.10 SECURITY

.1 Provide adequate security services, as deemed necessary by this contractor for protection of the building and all materials on site.

.2 Owner shall not be liable for any theft, vandalism or other malicious acts on the property prior to substantial completion.

1.11 OFFICES

.1 General Contractor shall provide their own offices as necessary. Direct location of these offices on site and coordinate with all construction trailers.

.1 Meeting Room - Provide and maintain in clean condition, adequately lighted, heated, ventilated and weatherproof temporary office. Office shall be of sufficient size to accommodate site meetings and be furnished with a drawing layout table and telephone:

.2 Contractor shall provide, maintain and service the trailers for until Total Performance is achieved, or until such time as agreed upon by the Consultant. Include all cost in the Contract.

1.12 EQUIPMENT, TOOL AND MATERIALS STORAGE

.1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

.2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

1.13 SANITARY FACILITIES

.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

- .2 Post notices and take precautions as required by local health authorities. Keep area and premises in sanitary condition.
 - .3 When permanent water and drain connections are completed, provide temporary water closets and urinals complete with temporary enclosures, inside building. Permanent facilities may be used on approval of Consultant.
- 1.14 FIRE PROTECTION
- .1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws
 - .2 Burning rubbish and construction waste materials is not permitted on site
- 1.15 CONSTRUCTION SIGNAGE
- .1 Construction Project, Contractor, Sub-Contractor Signs. Will not be permitted.
 - .2 Signs and notices for safety and instruction shall be provided as required by regulation and provided in both official languages with graphic symbols to CAN/CSA-Z321.
 - .3 Maintain approved signs and notices in good condition for duration of project. Upon completion of the project, remove signs and dispose of all material and dispose of offsite. Give Owner/Consultant first right of refusal for sign graphics.
 - .4 Make good area where signs were erected once signs are removed.
- 1.16 PROTECTION AND MAINTENANCE OF TRAFFIC
- .1 Provide access and temporary relocated roads as necessary to maintain traffic.
 - .2 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs
 - .3 Protect travelling public from damage to person and property.
 - .4 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.
 - .5 Verify adequacy of existing roads and allowable load limit on these roads. Contractor: responsible for repair of damage to roads caused by construction operations.
 - .6 Construct access and haul roads necessary.
 - .7 Haul roads: constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided.

- .8 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.
- .9 Dust control: adequate to ensure safe operation at all times.
- .10 Location, grade, width, and alignment of construction and hauling roads: subject to approval by Consultant.
- .11 Lighting: to assure full and clear visibility for full width of haul road and work areas during night work operations.
- .12 Provide snow removal during period of Work.
- .13 Remove, upon completion of work, haul roads designated by Consultant.

1.17 CLEAN-UP

- .1 Remove construction debris, waste materials, packaging material from work site daily.
- .2 Clean dirt or mud tracked onto paved or surfaced roadways.
- .3 Store materials resulting from demolition activities that are salvageable.
- .4 Stack stored new or salvaged material not in construction facilities.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

- | | | |
|--|----|--|
| <u>1.1 RELATED SECTIONS</u> | .1 | Work of all sections. |
| <u>1.2 REFERENCES</u> | .1 | Canadian General Standards Board (CGSB)
.1 CGSB 1.59-[97], Alkyd Exterior Gloss Enamel.
.2 CAN/CGSB 1.189-[00], Exterior Alkyd Primer for Wood. |
| | .2 | Canadian Standards Association (CSA International)
.1 CSA-O121-[M1978(R2003)], Douglas Fir Plywood. |
| | .3 | Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as Of: May 14, 2004. |
| <u>1.3 INSTALLATION AND REMOVAL</u> | .1 | Provide temporary controls in order to execute Work expeditiously. |
| | .2 | Remove from site all such work after use. |
| <u>1.4 GUARD RAILS AND BARRICADES</u> | .1 | Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs. |
| | .2 | Provide as required by governing authorities. |
| <u>1.5 ACCESS TO SITE</u> | .1 | Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work. |
| <u>1.6 PUBLIC TRAFFIC FLOW</u> | .1 | Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect public. |
| <u>1.7 FIRE ROUTES</u> | .1 | Maintain access to property including overhead clearances for use by emergency response vehicles. |
| <u>1.8 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY</u> | .1 | Protect surrounding private and public property from damage during performance of Work. |
| | .2 | Be responsible for damage incurred. |
| <u>1.9 PROTECTION OF BUILDING FINISHES</u> | .1 | Provide protection for finished and partially finished building finishes and equipment during performance of Work. |
| | .2 | Provide necessary screens, covers, and hoardings. |

- .3 Be responsible for damage incurred due to lack of or improper protection.

1.10 DEWATERING

- .1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS .1 Section 01 45 00 – Quality Controls.

1.2 REFERENCES .1 Within text of each specifications section, reference may be made to reference standards.

.2 Conform to these reference standards, in whole or in part as specifically requested in specifications. Where the Documents indicate a higher level of Work than as indicated in the standard, then provide as indicated in the Documents.

.3 If there is question as to whether products or systems are in conformance with applicable standards, Consultant reserves right to have such products or systems tested to prove or disprove conformance.

.4 Cost for such testing will be born by Owner in event of conformance with Contract Documents or by Contractor in event of non-conformance.

1.3 QUALITY .1 Products, materials, equipment and articles incorporated in Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.

.2 Procurement policy is to acquire, in cost effective manner, items containing highest percentage of recycled and recovered materials practicable consistent with maintaining satisfactory levels of competition. Make reasonable efforts to use recycled and recovered materials and in otherwise utilizing recycled and recovered materials in execution of work.

.3 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.

.4 Should disputes arise as to quality or fitness of products, decision rests strictly with Consultant based upon requirements of Contract Documents.

.5 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.

.6 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.4 AVAILABILITY

- .1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Consultant of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.
- .2 In event of failure to notify Consultant at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Consultant reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

1.5 STORAGE, HANDLING AND PROTECTION

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Store cementitious products clear of earth or concrete floors, and away from walls.
- .5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- .6 Store sheet materials, lumber and the like on flat, solid supports and keep clear of ground. Slope to shed moisture.
- .7 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
- .8 Remove and replace damaged products at own expense and to satisfaction of Consultant.
- .9 Touch-up damaged factory finished surfaces to Consultant's satisfaction. Use touch-up materials to match original. Do not paint over name plates.

1.6 QUALITY OF WORK

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Consultant if required Work is such as to make it impractical to produce required results.
- .2 Do not employ anyone unskilled in their required duties. Consultant reserves right to require dismissal from site, workers deemed incompetent or careless, at his discretion.

- .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Consultant, whose decision is final.
 - .4 Consultant reserves the right to request the certificate of qualification or apprenticeship of any worker on site.
 - .5 Consultant reserves the right to evaluate work trade ratios between apprentice and journeyperson workers and dismiss apprentices or require the introduction of journeypersons to ensure compliance with the Provincial requirements without the contractor having claim to any change in schedule or contract cost.
- 1.7 CO-ORDINATION
- .1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
 - .2 General contractor to be the coordinator of the work of all trades.
 - .3 General contractor will ensure that all trades have planned the work such that major conflict and removal is not required and that the co-ordination drawings have been completed and followed.
 - .4 Be responsible for coordination and placement of openings, sleeves and accessories.
- 1.8 CONCEALMENT
- .1 In finished areas conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.
 - .2 Before installation inform Consultant if there is interference. Install as directed by Consultant.
- 1.9 PROTECTION OF WORK IN PROGRESS
- .1 Adequately protect Work completed or in progress. Work damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by Consultant, at no increase in Contract Price or Contract Time
 - .2 Prevent overloading of any part of building. Do not cut, drill or sleeve any load bearing structural member, unless specifically indicated without written approval of Consultant
- 1.10 REMEDIAL WORK
- .1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Co-ordinate adjacent affected Work as required.
 - .2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

END OF SECTION

PART 1 - GENERAL

<u>1.1 RELATED REQUIREMENTS</u>	.1	Section 014500 – Quality Controls
	.2	Section 016100 – Common Requirements
<u>1.2 REFERENCES</u>	.1	Owner's identification of existing survey control points and property limits.
<u>1.3 QUALIFICATIONS OF SURVEYOR</u>	.1	Qualified registered land surveyor, licensed to practice in Place of Work, acceptable to Consultant
<u>1.4 SURVEY REFERENCE POINTS</u>	.1	Existing base horizontal and vertical control points are designated on drawings.
	.2	Locate, confirm and protect control points prior to starting site work. Preserve permanent reference points during construction.
	.3	Make no changes or relocations without prior written notice to Consultant.
	.4	Report to Consultant when reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
	.5	Require surveyor to replace control points in accordance with original survey control.
<u>1.5 SURVEY REQUIREMENTS</u>	.1	Establish permanent bench marks on site, referenced to established bench marks by survey control points. Record locations, with horizontal and vertical data in Project Record Documents.
	.2	Establish lines and levels, locate and lay out, by instrumentation.
	.3	Stake for grading, fill, topsoil placement and landscaping features.
	.4	Stake slopes and berms.
	.5	Establish pipe invert elevations.
	.6	Stake batter boards for foundations.
	.7	Establish foundation column locations and floor elevations.
	.8	Establish lines and levels for mechanical and electrical work.
<u>1.6 EXISTING SERVICES</u>	.1	Before commencing work, establish location and extent of service lines in area of Work and notify Consultant of findings.

- .2 Remove abandoned service lines within 2m of structures. Cap or otherwise seal lines at cut-off points as directed by Consultant.

1.7 LOCATION OF EQUIPMENT
AND FIXTURES

- .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform Consultant of impending installation and obtain approval for actual location.
- .4 Submit field drawings to indicate relative position of various services and equipment when required by Consultant.

1.8 RECORDS

- .1 Maintain a complete, accurate log of control and survey work as it progresses.
- .2 On completion of foundations and major site improvements, prepare a certified survey showing dimensions, locations, angles and elevations of Work.
- .3 Record locations of maintained, re-routed and abandoned service lines.

1.9 ACTION AND
INFORMATIONAL SUBMITTALS

- .1 Submit name and address of Surveyor to Consultant.
- .2 On request of Consultant, submit documentation to verify accuracy of field engineering work.
- .3 Submit certificate signed by surveyor certifying and noting those elevations and locations of completed Work that conform and do not conform with Contract Documents.

1.10 SUBSURFACE CONDITIONS

- .1 Promptly notify Consultant in writing if subsurface conditions at Place of Work differ materially from those indicated in Contract Documents, or a reasonable assumption of probable conditions based thereon.
- .2 After prompt investigation, should Consultant determine that conditions do differ materially; instructions will be issued for changes in Work as provided in Changes and Change Orders.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

.1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 ACTION AND
INFORMATIONAL SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of elements of project.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of operational elements.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of Owner or separate contractor.
- .3 Include in request:
 - .1 Identification of project.
 - .2 Location and description of affected Work.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed Work, and products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on Work of Owner or separate contractor.
 - .7 Written permission of affected separate contractor.
 - .8 Date and time work will be executed.

1.2 MATERIALS

- .1 Required for original installation.
- .2 Change in Materials: Submit request for substitution in accordance with Section 01 33 00 - Submittal Procedures.
- .3 Changes that require a change in the contract price or time require the submission of a Change Request, which may or may not be accepted by the Consultant. Include a clear description of the request, breakdown of cost impacts, schedule impacts, reason for change etc...

1.3 PREPARATION

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of Work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.
- .4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
- .5 Provide protection from elements for areas which are to be exposed by uncovering work; maintain excavations free of water.

1.4 EXECUTION

- .1 Execute cutting, fitting, and patching including excavation and fill, to complete Work.

- .2 Fit several parts together, to integrate with other Work.
- .3 Uncover Work to install ill-timed Work.
- .4 Remove and replace defective and non-conforming Work.
- .5 Remove samples of installed Work for testing.
- .6 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work.
- .7 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .8 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .9 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .10 Restore work with new products in accordance with requirements of Contract Documents.
- .11 Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .12 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with firestopping material in accordance with Section 07 84 00 - Firestopping, full thickness of the construction element.
- .13 Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection. Refinish assemblies by refinishing entire unit.
- .14 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management And Disposal.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site.
- .3 Clear snow and ice from access to construction and buildings under construction, remove snow from site.
- .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5 Provide on-site containers for collection of waste materials and debris.
- .6 Provide and use marked separate bins for recycling. Refer to Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
- .7 Dispose of waste materials and debris at certified landfills. Keep a record of and provide waybills to consultant when requested.
- .8 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .9 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .10 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .11 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .12 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.2 FINAL CLEANING

- .1 Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations
- .2 Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions

- .3 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .4 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .5 Prior to final review remove surplus products, tools, construction machinery and equipment.
- .6 Remove waste products and debris including that caused by Owner or other Contractors.
- .7 Remove waste materials from site at regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site.
- .8 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .9 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .10 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls.
- .11 Clean lighting reflectors, lenses, and other lighting surfaces.
- .12 Vacuum clean and dust building interiors, behind grilles, louvres and screens.
- .13 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
- .14 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- .15 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .16 Remove dirt and other disfiguration from exterior surfaces.
- .17 Clean and sweep roofs, gutters, areaways, and sunken wells.
- .18 Sweep and wash clean paved areas.
- .19 Clean equipment and fixtures to sanitary condition; replace filters of mechanical equipment.
- .20 Clean roofs, downspouts, and drainage systems.
- .21 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

.22 Remove snow and ice from access to building.

1.3 WASTE MANAGEMENT AND DISPOSAL .1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management And Disposal.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 INTENT

- .1 Construction of a project of this size and scope falls under the requirements of Ontario Regulation 102/94, Waste Audits and Waste Reduction Plans.
 - .1 Contractors are required to comply with all the requirements of the above noted regulation and provide all necessary and required documentation.
 - .2 Nothing contained within this specification, is meant to, nor shall reduce the requirements of this regulation.
- .2 This section is provided for information only. The contractor shall contact the governing Ministry of the Environment and obtain and comply with all the necessary and relevant regulations pertaining to the project and the demolition and disposal of construction waste.
 - .1 Obtain and use the latest accepted forms from the Ministry Representative.
- .3 All submittals shall be submitted in triplicate to the following:
 - .1 Ministry of Environment district representative.
 - .2 Owners Representative
 - .3 Consultant.

1.2 WASTE MANAGEMENT GOALS

- .1 Prior to start of Work conduct meeting to review and discuss The Waste Management Plan and Goals, consistent with the requirements
 - .1 Notify and coordinate representation at this meeting by the following
 - .1 Ministry of the Environment.
 - .2 Owner Representative
 - .3 Consultant
 - .4 Demolition Contractor
 - .5 Abatement Contractor.
 - .6 Disposal site representative.
- .2 Accomplish maximum control of solid construction waste.
- .3 Preserve environment and prevent pollution and environment damage.

1.3 REFERENCES

- .1 Ontario Regulation 102/94 – Waste Audits and Waste Reduction Work Plans. (available from <https://www.ontario.ca/laws/regulation/940102>)
- .2 CCA 27-1997 – A Guide on Construction Environmental Management Planning (available from <http://cca-acc.com/en/industry-practices/cca-documents>)
- .3 CCA 81-2001 – A Best Practices Guide to Solid Waste Reduction (available from <http://cca-acc.com/en/industry-practices/cca-documents>)

1.4 DEFINITIONS

- .1 Class III: non-hazardous waste - construction renovation and demolition waste.
- .2 Cost/Revenue Analysis Workplan (CRAW): based on information from WRW, and intended as financial tracking tool for determining economic status of waste management practices.
- .3 Demolition Waste Audit (DWA): relates to actual waste generated from project.
- .4 Inert Fill: inert waste - exclusively asphalt and concrete.
- .5 Materials Source Separation Program (MSSP): consists of series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.
- .6 Recyclable: ability of product or material to be recovered at end of its life cycle and re-manufactured into new product for reuse.
- .7 Recycle: process by which waste and recyclable materials are transformed or collected for purpose of being transferred into new products.
- .8 Recycling: process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for purpose of using in altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- .9 Reuse: repeated use of product in same form but not necessarily for same purpose. Reuse includes:
 - .1 Salvaging reusable materials from re-modelling projects, before demolition stage, for resale, reuse on current project or for storage for use on future projects.
 - .2 Returning reusable items including pallets or unused products to vendors.
- .10 Salvage: removal of structural and non-structural materials from deconstruction/disassembly projects for purpose of reuse or recycling.
- .11 Separate Condition: refers to waste sorted into individual types.
- .12 Source Separation: acts of keeping different types of waste materials separate beginning from first time they became waste.
- .13 Waste Audit (WA): detailed inventory of materials in building. Involves quantifying by volume/weight amounts of materials and wastes generated during construction, demolition, deconstruction, or renovation project. Indicates quantities of reuse, recycling and landfill. Refer to Schedule A.
- .14 Waste Management Co-ordinator (WMC) : contractor representative responsible for supervising waste management activities as well as

coordinating related, required submittal and reporting requirements.

- .15 Waste Reduction Workplan (WRW): written report which addresses opportunities for reduction, reuse, or recycling of materials. Refer to Schedule B. WRW is based on information acquired from WA (Schedule A).

1.5 DOCUMENTS

- .1 Maintain at job site, one copy of following documents:
 - .1 Waste Audit.
 - .2 Waste Reduction Workplan.
 - .3 Material Source Separation Plan.
 - .4 Schedules A, B, C, D, E completed for project.

1.6 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Prepare and submit following prior to project start-up:
 - .1 Submit 2 copies of completed Waste Audit (WA): Schedule A.
 - .2 Submit 2 copies of completed Waste Reduction Workplan (WRW): Schedule B.
 - .3 Submit 2 copies of completed Demolition Waste Audit (DWA): Schedule C.
 - .4 Submit 2 copies of Cost/Revenue Analysis Workplan (CRAW): Schedule D.
 - .5 Submit 2 copies of Materials Source Separation Program (MSSP) description.
- .3 Submit before final payment summary of waste materials salvaged for reuse, recycling or disposal by project using deconstruction/disassembly material audit form.
 - .1 Failure to submit could result in hold back of payment.
 - .2 Provide receipts, scale tickets, waybills, and show quantities and types of materials reused, recycled or disposed of.
 - .3 For each material reused, sold or recycled from project, include amount and the destination.
 - .4 For each material land filled or incinerated from project, include amount of material and identity of landfill, incinerator or transfer station.

1.7 WASTE AUDIT (WA)

- .1 Conduct WA prior to project start-up.
- .2 Prepare WA: Schedule A.
- .3 Record, on WA - Schedule A, extent to which materials or products used consist of recycled or reused materials or products.

1.8 WASTE REDUCTION WORKPLAN (WRW)

- .1 Prepare WRW prior to project start-up.
- .2 WRW should include but not limited to:
 - .1 Destination of materials listed.
 - .2 Deconstruction/disassembly techniques and sequencing.

- .3 Schedule for deconstruction/disassembly.
- .4 Location.
- .5 Security.
- .6 Protection.
- .7 Clear labelling of storage areas.
- .8 Details on materials handling and removal procedures.
- .9 Quantities for materials to be salvaged for reuse or recycled and materials sent to landfill.

- .3 Structure WRW to prioritize actions and follow 3R's hierarchy, with Reduction as first priority, followed by Reuse, then Recycle.
- .4 Describe management of waste.
- .5 Identify opportunities for reduction, reuse, and recycling of materials. Based on information acquired from WA.
- .6 Post WRW or summary where workers at site are able to review content.
- .7 Set realistic goals for waste reduction, recognize existing barriers and develop strategies to overcome these barriers.
- .8 Monitor and report on waste reduction by documenting total volume and cost of actual waste removed from project.

1.9 DEMOLITION WASTE AUDIT (DWA)

- .1 Prepare DWA prior to project start-up.
- .2 Complete DWA: Schedule C.
- .3 Provide inventory of quantities of materials to be salvaged for reuse, recycling, or disposal.

1.10 COST/REVENUE ANALYSIS WORKPLAN (CRAW)

- .1 Prepare CRAW: Schedule D.

1.11 MATERIALS SOURCE SEPARATION PROGRAM (MSSP)

- .1 Prepare MSSP and have ready for use prior to project start-up.
- .2 Implement MSSP for waste generated on project in compliance with approved methods and as reviewed by Consultant
- .3 Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.
- .4 Provide containers to deposit reusable and recyclable materials.
- .5 Locate containers in locations, to facilitate deposit of materials without hindering daily operations.
- .6 Locate separated material[s] in area[s] which minimize material damage.
- .7 Collect, handle, store on-site, and transport off-site, salvaged

- materials in separate condition.
- .1 Transport to approved and authorized recycling facility or to users of material for recycling.
- .8 Collect, handle, store on-site, and transport off-site, salvaged materials in combined condition.
 - .1 Ship material[s] to [site operating under Certificate of Approval] [premises of Owner].
 - .2 Materials must be immediately separated into required categories for reuse or recycling.
- 1.12 WASTE PROCESSING SITES .1 Province of Ontario.
 - .1 Locate and utilize approved and registered landfill sites that are proximal to the demolition/construction sites.
- 1.13 STORAGE, HANDLING AND PROTECTION .1 Store, materials to be reused, recycled and salvaged in locations as directed by Consultant.
 - .2 Unless specified otherwise, materials for removal become Contractor's property.
 - .3 Protect, stockpile, store and catalogue salvaged items.
 - .4 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to licensed disposal facility.
 - .5 Protect structural components not removed for demolition from movement or damage.
 - .6 Support affected structures. If safety of building is endangered, cease operations and immediately notify Consultant.
 - .7 Protect surface drainage, mechanical and electrical from damage and blockage.
 - .8 Separate and store materials produced during dismantling of structures in designated areas.
 - .9 Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.
 - .1 On-site source separation is recommended.
 - .2 Remove co-mingled materials to off-site processing facility for separation.
 - .3 Provide waybills for separated materials.
- 1.14 DISPOSAL OF WASTES .1 Do not bury rubbish or waste materials.
 - .2 Do not dispose of waste, volatile materials, mineral spirits, oil, paint thinner into waterways, storm, or sanitary sewers.
 - .3 Keep records of construction waste including:

- .1 Number and size of bins.
- .2 Waste type of each bin.
- .3 Total tonnage generated.
- .4 Tonnage reused or recycled.
- .5 Reused or recycled waste destination.

- .4 Remove materials from deconstruction as deconstruction/disassembly Work progresses.
- .5 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.15 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises.
- .2 Maintain security measures established by existing facility, provide temporary security measures approved by Consultant

1.16 SCHEDULING

- .1 Co-ordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 APPLICATION

- .1 Do Work in compliance with WRW.
- .2 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

3.2 CLEANING

- .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused/recycled into specified sort areas.

3.3 DIVERSION OF MATERIALS

- .1 From following list, separate materials from general waste stream and stockpile in separate piles or containers, as reviewed by Consultant and consistent with applicable fire regulations.
 - .1 Mark containers or stockpile areas.
 - .2 Provide instruction on disposal practices.

- .2 On-site sale of salvaged, recovered, reusable, recyclable materials is not permitted.

.3 **Demolition Waste:**

Material Type	Recommended Diversion %	Actual Diversion %
Acoustic Tile	50	
Acoustical Insulation	100	
Carpet	100	
De-mountable Partitions	80	
Doors and Frames	100	
Electrical Equipment	80	
Furnishings	80	
Marble Base	100	
Mechanical Equipment	100	
Metals	100	
Rubble	100	
Wood (uncontaminated)	100	
Other		

.4 **Construction Waste:**

Material Type	Recommended Diversion %	Actual Diversion %
Cardboard	100	
Plastic Packaging	100	
Rubble	100	
Steel	100	
Wood (uncontaminated)	100	
Other		

3.4 WASTE AUDIT (WA)

.1

Schedule A - Waste Audit (WA):

(1) Material Category	(2) Material Quantity Unit	(3) Estimated Waste %	(4) Total Quantity of Waste (unit)	(5) Generation Point	(6) % Recycled	(7) % Reused
-----------------------------	-------------------------------------	--------------------------------	--	----------------------------	-------------------	-----------------

Wood
 and
 Plastics
 Material
 Description
 Off-cuts
 Warped
 Pallet
 Forms
 Plastic
 Packaging
 Cardboard
 Packaging
 Other
 Doors
 and
 Windows
 Material
 Description
 Painted
 Frames
 Glass
 Wood
 Metal
 Other

3.5 WASTE REDUCTION
WORKPLAN (WRW)

.1 Schedule B: Waste Reduction Workplan
(WRW)

(1) Material Category	(2) Person(s) Responsible	(3) Total Quantity of Waste (unit)	(4) Reused Amount (units) Projected	Actual (5) Recycled Amount (unit) Projected	Actual (6) Material(s) Destination
Wood and Plastics Material Description Chutes Warped Pallet Forms Plastic Packaging Cardboard Packaging Other Doors and Windows Material Description Painted Frames Glass Wood Metal Other					

3.6 DEMOLITION WASTE AUDIT .1
(DWA)

Schedule C - Demolition Waste Audit (DWA):

(1) Material Description	(2) Quantity	(3) Unit	(4) Total	(5) Volume (cum)	(6) Weight (cum)	(7) Remarks and Assumption
--------------------------------	-----------------	-------------	--------------	------------------------	------------------------	-------------------------------------

Wood
 Wood
 Stud
 Plywood
 Baseboard
 -Wood
 Door
 Trim -
 Wood
 Cabinet
 Doors
 and
 Windows
 Panel
 Regular
 Slab
 Regular
 Wood
 Laminate
 Byfold -
 Closet
Glazing

3.7 COST/REVENUE ANALYSIS
WORKPLAN (CRAW)

.1 **Schedule D - Cost/Revenue Analysis**
Workplan (CRAW):

(1) Material Description	(2) Total Quantity (unit)	(3) Volume (cum)	(4) Weight (cum)	(5) Disposal Cost/Credit \$(+/-)	(6) Category Sub-Total \$(+/-)
Wood					
Wood Stud					
Plywood					
Baseboard					
- Wood					
Door Trim					
- Wood					
Cabinet					\$
Doors and					
Windows					
Panel					
Regular					
Slab					
Regular					
Wood					
Laminate					
Byfold -					
Closet					
Glazing					\$
		(7) Cost			\$
		(-) /			
		Revenue			
		(+)			

3.8 CANADIAN GOVERNMENTAL .1
DEPARTMENTS CHIEF
RESPONSIBILITY FOR THE
ENVIRONMENT

Schedule E - Government Chief Responsibility for the Environment:

Province	Ontario
Address	Ministry of Environment and Energy 135 Clair Avenue West Toronto, Ontario M4V 1P5
General Inquires	416-323-4321
Fax	416-323-4682

END OF SECTION

PART 1 - GENERAL

- 1.1 RELATED REQUIREMENTS .1 Division 1 – General Requirements
.2 Section 01 29 00 - Payment Procedures
.3 Section 01 31 19 – Project management and Coordination
.4 Section 01 78 00 – Closeout Submittals
- 1.2 REFERENCES .1 OAA/OGCA – General Take Over Procedures
- 1.3 SUMMARY .1 Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following
.1 Submittals
.2 Pre-Substantial Performance Requirements
.3 Substantial Completion procedures
.4 Final Completion Procedures
.5 List of Incomplete Items
- 1.4 SUBMITTALS .1 Contractor's List of Incomplete Items: Initial submittal at Substantial Completion
.2 Certified List of Incomplete Items: Final submittal at Final Completion
.3 Certificates of Release: From authorities having jurisdiction
- 1.5 PRE-SUBSTANTIAL PERFORMANCE REQUIREMENTS .1 Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:
.1 Advise Owner of pending insurance changeover requirements
- 1.6 SUBSTANTIAL COMPLETION PROCEDURE .1 In general terms, (not to supersede the requirements of the Construction Act) the Contract is Substantially Performed when the following two conditions are achieved.
.1 When the improvement to be made under the contract or a substantial part thereof is ready for use, or being used for its intended purpose.
AND
.2 When the improvement to be made under that contract is capable of completion or, where there is a known defect, correction, at a cost of not more than,
.1 3 per cent of the first \$1,000,000 of the Contract Price
.2 2 per cent of the next \$1,000,000 of the Contract Price
.3 1 per cent of the balance of the contract.

1.7 FINAL COMPLETION
PROCEDURES

- .1 Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following
 - .1 Final Application for Payment according to Section 01 29 00 – Payment Procedures
 - .2 Certified List of Incomplete Items (Deficiency List): Submit certified copy of Consultant's Substantial Completion inspection list of items to be completed or corrected, endorsed and dated by Consultant. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- .2 Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements.
- .3 If, upon inspection by the Consultant, it is determined that the work is not complete, the consultant will notify the Contractor of the outstanding Work and call for the work to be re-inspected once complete.
 - .1 The Consultant **shall** be entitled to compensation for subsequent re-inspection, and administrative costs. These will be billed to the owner as Additional Services. In turn, the Owner may deduct these costs, plus a reasonable mark-up, from the Contractors payment applications.

1.8 LIST OF INCOMPLETE ITEMS
(DEFICIENCY LIST)

- .1 Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

- .1 Pre Close-Out Meeting:
 - .1 Convene meeting one (1) week prior to contract completion with All Contractor's Representatives, Consultant and Owner in accordance with Section 01 31 19 - Project Meetings to:
 - .1 Verify Project requirements.
 - .2 Review warranty requirements.
 - .2 Consultant to establish communication procedures for:
 - .1 Notifying construction warranty defects.
 - .2 Determine priorities for type of defects.
 - .3 Determine reasonable response time.
 - .3 Contact information for bonded and licensed company for warranty work action: provide name, telephone number and address of company authorized for construction warranty work action.
 - .4 Ensure contact is located within local service area of warranted construction, is continuously available, and is responsive to inquiries for warranty work action.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Two weeks prior to Substantial Performance of the Work, submit to the Consultant two final copies of operating and maintenance manuals in English.
- .3 Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in Work.
- .4 Provide evidence, if requested, for type, source and quality of products supplied.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

END OF SECTION

PART 1 - GENERAL

<u>1.1 DESCRIPTION</u>	.1	Work Included: .1 All formwork for cast-in-place concrete including falsework. .2 Waterstops. .3 Dovetail anchor slots.
	.2	Related Work: Section 03 20 00 - Concrete Reinforcing Section 03 30 00 - Cast-in-Place Concrete
<u>1.2 REFERENCES</u>	.1	All referenced standards shall be the current edition or edition referenced by the Ontario Building Code in force at the time of building permit application and noted on general notes of structural drawings.
<u>1.3 SHOP DRAWINGS</u>	.1	Submit shop drawings in accordance with Section 01 33 00 – Submittal Procedures.
	.2	Submit to the Consultant for review before the start of Work, 4 white prints of shop drawings. Leave room on drawings for the stamps of the Consultant and the Structural Engineer. Check and sign before submission. Only 2 copies will be returned to General Contractor.
	.3	Structural design of formwork, falsework and reshoring will not be reviewed by the Consultant.
<u>1.4 ARCHITECTURAL CONCRETE</u>	.1	Architectural concrete is concrete, which will be permanently exposed to view in interior finished areas and on the exterior of the structure. This applies to floors, retaining walls, basement walls and other formed surfaces. Refer to architectural drawings.
	.2	Exposed surfaces shall be dense, even, uniform in colour, texture and distribution of exposed aggregate. Exposed surfaces shall be free from defects such as honeycombing, voids, loss of fines, visible flow lines, cold joints, excessive bug holes, inadequate cover to reinforcement and incorrect tie holes, spacers, reglets, formwork joints or construction joints. Concrete members shall be sharp accurate definitions of corners, reglets, etc. and are free from chips and spalls. Failure to meet any of these requirements shall be cause for rejection at the discretion of the Consultant.
	.3	Final appearance of architectural concrete is as important a factor as the engineering properties of the concrete and failure of the as cast concrete to meet the required standard of appearance shall be cause for rejection at the discretion of the Consultant.
	.4	Protect exposed surfaces during the construction period from damage, marking, staining and becoming coated with concrete leakage. Unless rejected, repair damage and remove marks and stains to the approval of the Consultant.

1.5 SAMPLES FOR
ARCHITECTURAL CONCRETE

- .1 Submit one sample for each type of the following items to be used for architectural concrete:
 - Formwork
 - Form liner
 - Form tie and tie hole plug
 - Material for sealing joints in formwork and between formwork and concrete.
- .2 Construct mockup field sample wall panels and columns for each type of architectural concrete surface. Include construction joints to be used. Use the same materials and workmanship as will be employed for the actual Work. Include a repaired area for each sample. If a sample does not meet the standard of quality specified for the Work, construct additional samples until the required standard is achieved and accepted. The accepted samples shall be the minimum standard of quality for Work. Do not proceed until the Consultant accepts the samples.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Falsework materials: to CSA S269.1.
- .2 Formwork materials: to CAN/CSA S269.3 and as follows
 - .1 For concrete without special architectural features, use plywood and wood formwork materials to CSA O121 and CAN/CSA O141.
 - .2 For architectural concrete use high density overlay plywood to CSA O121. Not required if concrete is to be sandblasted.
 - .3 Circular forms for architectural concrete and no spiral pattern:
 - Redline Poli-Permaform with poli-liner by Perma Tubes Ltd.
 - Burke Smooth Tube with PVC liner by Aluma International
 - .4 Circular forms when not architectural concrete: spirally wound laminated fibre forms internally treated with release material.
 - .5 Square fibre forms:
 - Sonotube Square Fibre Forms by Sonoco Ltd. with square fibreboard insert locked with polystyrene inside round form
- .3 Form ties:
 - .1 For concrete not designated architectural, use removable or snap ties, fixed or adjustable length, free of devices leaving holes larger than 25mm (1") dia. in concrete surface.
 - .2 For architectural concrete, use galvanized ties complete with temporary plastic cones and permanent light grey concrete plugs recessed 6mm (0.25").
 - .3 Form ties to be metal designed to act as ties and spreaders and having a minimum working strength of 13 kN (3000 pounds).
 - .4 Snap ties to snap cleanly at least 25mm (1") from concrete surface without damage to the concrete.
Cone ties to be internal disconnecting type which snap cleanly at least 38mm (1½") from concrete surface without damage to the concrete.
 - .5 Form liner: High density overlay plywood to CSA O121 or other special materials to achieve the required concrete finish.
 - .6 Form release agent: Chemically active release agents containing compounds that react with free lime in concrete resulting in water insoluble soaps.
 - .7 Form stripping oil: Colourless mineral oil, free of kerosene, with viscosity between 15 to 24mm²/s (70 and 110 s Saybolt Universal) at 40°C, flashpoint minimum 150°C, open cup.
 - .8 Grooves, reglets and chamfers: White pine selected for straightness and accurately dressed to size.

2.2 ACCESSORIES

- .1 PVC Waterstops:
 - CPD PVC Waterstop by CPD
 - Sealtight PVC Waterstop by W.R. Meadows of Canada

Use 100mm wide in construction joints and 225mm wide with 31mm O.D. centre bulb in expansion joints.
- .2 Bentonite Waterstops:
 - .1 Waterstop RX 101 by CETCO (distributor: DRE Industries)

- .3 Dovetail anchor slots: minimum 0.6 mm thick galvanized steel with insulation filled slots.
- .4 Weep hole tubes: plastic.
- .5 Bentonite Geotextile Waterproofing:
 - .1 Voltex DS by CETCO (distributor: DRE Industries)

PART 3 - EXECUTION

3.1 QUALITY CONTROL

- .1 Quality Control procedures and implementation are the responsibilities of the General Contractor, and submission of a quality control plan for work executed under this section is required.
 - .1 The plan shall include: the names of personnel responsible for execution of the plan.
 - .2 Means and methods for confirming material compliance with specifications, and associated documentation procedures.
 - .3 Program for confirming and documenting compliance of sub-trade qualifications and their individual employees, sub-contractors and engineers.
 - .4 Procedures for reviewing compliance in the field with construction documents including documentation of locations reviewed, photographs taken and timing for review. The contractor's review must be completed prior to review of the consultant.
 - .5 Procedures for rectifying deficiencies noted by the contractor/consultant of independent inspection agencies.

3.2 CONSTRUCTION REVIEW

- .1 Review of construction by Consultant is to ascertain general conformity with contract documents. It does not relieve the Contractor of his contractual responsibilities. The review is based on representative samples of the work and does not relieve the Contractor from carrying out his own quality control and making the work in conformity with the drawings and specifications.
- .2 Construction reviews are undertaken by the Consultant and the Inspection and Testing Agency so that the Owner may be informed in writing as to the quality of the Contractor's performance and for the protection of the Owner. They will be carried out by examination of representative samples of the Work.
- .3 The Contractor will receive copies of the construction review reports and the results of material tests. He will thereby be informed of any defects or deficiencies found.
- .4 Bring to the attention of the Consultant, any defects or deficiencies in the Work, which may occur during construction together with a proposal for remedy. The Consultant will decide what corrective action may be taken and will issue the necessary instructions.

3.3 FABRICATION AND ERECTION

- .1 Conform to CSA A23.1.
- .2 Fabricate and erect falsework in accordance with CSA S269.1. Do not place falsework and reshores on frozen ground.
- .3 Fabricate and erect formwork in accordance with CAN/CSA-S269.3 to

- produce finished concrete conforming to shape, dimensions, locations and levels indicated within required tolerances.
- .4 Make formwork tight and flush faced to prevent the leakage and subsequent creation of unspecified fins or panel outlines.
 - .5 Form sides of footings unless otherwise noted on the Structural Drawings.
 - .6 See drawings for any camber required in hardened concrete. Measure cambers relative to member supports.
 - .7 Obtain Consultant's approval for formed openings not indicated on Structural Drawings.
 - .8 Build in anchors, sleeves, and other inserts required to accommodate Work specified in other sections. Assure that all anchors and inserts will not protrude beyond surfaces designated to receive applied finishes, including painting.
 - .9 Clean forms before placing concrete.
 - .10 Provide water stops and keys around temporary openings in basement and retaining walls for shoring rakers or similar purposes.
 - .11 Use internal form ties.
 - .1 Do not permit loads from formwork to be transmitted to adjacent existing structure.
 - .2 Apply a form coating and release agent uniformly to the contact surface of formwork panels before reuse.
 - .12 Construction joints:
 - .1 Provide construction joints where specified or shown on the drawings. Locate and make other joints so as not to impair the required strength of the structure. Joints are subject to the review of the Consultant.
 - .2 Locate construction joints near middle of spans of slabs, beams and girders unless a beam intersects a girder at this point. In that case offset the girder joint twice the beam width and provide additional shear reinforcement to the acceptance of the Consultant.
 - .3 Slabs on steel deck on composite steel beams: Locate construction joints parallel to purlins at middle of span of slabs and so that joints cross over girders near their supports. Locate construction joints parallel to girders at 1200mm (4'-0") from centre line of girders and so that these girders are not included in the earlier pour.
 - .4 Walls: Provide vertical construction joints in walls at 30m (100 feet) maximum. Provide vertical control joints in walls at 9m (30 feet) maximum.
 - .5 Outside walls: Provide vertical keyed expansion joints in walls at 14.6m (48 feet) maximum. Provide vertical control joints in walls at 4.8m (16 feet) maximum.
 - .6 Slabs: Provide construction joints in slabs at 30m (100 feet) maximum in both directions.
 - .13 Bentonite Waterstops:

- .1 Install bentonite waterstops in all construction joints in exterior walls, basement walls, retaining walls, slabs supporting earth, and other locations shown. Use PVC waterstops at expansion joints.
- .2 Locate bentonite waterstops 75 mm from outside face of concrete to avoid spalling of concrete due to swelling pressure of bentonite.
- .3 Butt strips together. Do not overlap.
- .4 Fasten to concrete at 600 mm maximum.

.14 Architectural Concrete:

- .1 Conform to CSA-A23.1, Clause 8.3. Minimize formwork joints. Locate joints and ties on a repetitive grid with no tie within 300mm (12") of an edge or joint.
- .2 Construct forms and place ties in a uniform pattern as indicated or as directed by the Consultant. Joint pattern not necessarily based on using full size panels or maximum permissible spacing of ties.
- .3 Make panels forming the soffits of exposed slabs and wall faces as large as possible and arrange symmetrically. Arrange joints on exposed beams symmetrically on the span. Make joints in exposed columns level from column to column and consistent with joints in other parts of the structure.
- .4 Locate lowest horizontal form joints for exposed columns 2400mm (8'-0") above finished floor elevation.
- .5 In areas where the Drawings show exposed grooves, reglets or chamfers, arrange for the joints between panels to be hidden by the strips placed in the formwork.
- .6 Neatly seal joints in formwork and between formwork and concrete.
- .7 Place 16 mm (D") bevel strips at exposed corners of members to form chamfers unless architectural details show an alternative profile. When beams are supported on columns of the same width, extend chamfer across face of column.
- .8 Use galvanized nails in formwork.
- .9 Seal all lumber in forms prior to use.
- .10 Do not reuse formwork if there is any evidence of surface damage, wear or nail holes, which could impair the visual quality of the concrete surface. Before reuse carefully clean forms and fill nail holes. Inspect all formwork before each reuse to ensure that it remains suitable for reuse.
- .11 Forms may only be reused on identical sections using the original tie holes.

- .15 Dovetail anchor slots: Provide vertical dovetail anchor slots at 600 mm on centre where masonry veneer covers face of concrete.

3.4 FIELD QUALITY CONTROL

- .1 Obtain field review of falsework and reshoring by a professional engineer registered in Ontario prior to each pour. The Consultant will not field review the formwork, falsework or reshoring.

3.5 PITS, CURBS, BASES

- .1 Construct all concrete sumps, pits, trenches, curbs and machinery bases forming part of floor construction that are required within the building by other trades.
- .2 Where subtrades other than the General Contractor perform concrete

work, the General Contractor shall provide oversight for conformance with specified standards.

3.6 MECHANICAL AND
ELECTRICAL WORK

- .1 Construct all concrete underground electrical duct banks, underground water service thrust blocks and supports for underground piping in unstable fill. Also construct all concrete pads for pipes passing through foundation walls, manholes and catch basins. See mechanical and electrical drawings and specifications for details and extent of work.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

- .1 Work Included:
 - .1 All reinforcement for cast-in-place concrete.
- .2 Related Work:
 - Section 03 10 00 – Concrete Forming
 - Section 03 30 00 – Cast-in-Place Concrete

1.2 REFERENCE

- .1 All referenced standards shall be the current edition or edition referenced by the Ontario Building Code in force at the time of building permit application and noted on general notes of structural drawings.

1.3 SHOP DRAWINGS

- .1 Submit shop drawings including placing of reinforcement in accordance with Section 01 33 00 – Submittal Procedures. This applies to all reinforcement.
- .2 Submit to the Consultant for review before the start of Work, 4 white prints of shop drawings. Leave room on drawings for the stamps of the Consultant and the Structural Engineer. Check and sign before submission. Only 2 copies will be returned to the General Contractor.
- .3 Allow a minimum of 10 working days for review of each submission of shop drawings in the Structural Engineer's office. Shop drawings received after noon will be date-stamped as received the following working day.
- .4 Submit plans, elevations, sections, and bar lists necessary to show reinforcing and to facilitate review and placing. Show location of construction joints and detail reinforcement at joints. Show concrete cover on the diagrams. Draw to scale not smaller than 1:50 (1/4" = 1'-0").
- .5 Indicate on shop drawings, bar bending details, lists, quantities of reinforcement, sizes, spacings, locations of reinforcement and splices with identifying code marks to permit correct placement without reference to Structural Drawings.
- .6 Conform to CSA A23.1 and the Reinforcing Steel Manual of Standard Practice, unless the Contract Documents contain a more stringent requirement, in which case the latter shall govern. Provide accessories as required by the Standard. Conform to ACI, SP 66 Detailing Manual whenever a detail condition is not covered by any of the above, but is covered by the ACI Manual.

- .7 Design and detail lap lengths and bar development lengths to CSA A23.3, unless otherwise indicated. Provide standard hooks at ends of hooked bars.
- .8 Do not release for fabrication reinforcing bars whose lengths may be affected by field conditions, such as the final elevation of footings, until the governing field dimensions have been ascertained.
- .9 Review of shop drawings by the Consultant is on a sampling basis for general conformity with contract documents. It is not a detailed check and must not be construed as relieving the Contractor of responsibility for making the work accurate and in conformity with the Contract Documents.
- .10 Design for which the Contractor is responsible under the contract will not be reviewed. Work done prior to the receipt of the reviewed shop drawings will be at the risk of the Contractor. Review comments are not authorization for changes to the contract price.
- .11 After review, drawings will be returned to the Contractor stamped to show one of the following:
Reviewed – Released for fabrication.
Noted – Released for fabrication after revisions noted are made.
Submit revised drawings for Consultant's records.
Resubmit – Correct and resubmit for review.
Conform to the requirements of each authority that has reviewed the drawings.
- .13 Keep on site at all times a set of reviewed shop drawings and use only these drawings and the Structural Drawings to place reinforcing steel. Neatly mark on the Structural Drawings changes issued during the course of construction.

1.4 TOLERANCE

- .1 Conform to CSA A23.1

1.5 SUBSTITUTES

- .1 Substitute different size bars only if permitted in writing by the Consultant.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Reinforcing steel: billet steel, grade 400R, deformed bars to CSA G30.18, unless otherwise indicated.
- .2 Welded reinforcing steel: weldable steel, grade 400W, deformed bars to CSA G30.18. Required only where welding is indicated.
- .3 Cold-drawn annealed steel wire ties: to ASTM A82

- .4 Welded wire fabric: to ASTM A185. Provide in flat sheets only.
- .5 Bar supports and side form spacers: to CSA-A23.1. For exposed concrete surfaces and for floor and roof slabs with directly applied ceiling finish: use either plastic bar supports or plastic tipped bar supports for at least the bottom 25mm; use plastic side form spacers; and use plastic colour to match concrete.

2.2 FABRICATION

- .1 Fabricate reinforcing steel in accordance with CSA-A23.1g, and Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada.
- .2 Obtain Consultant's approval for locations of reinforcement splices other than shown on placing drawings.
- .3 Where indicated, weld reinforcement in accordance with CSA W186. Use weldable reinforcing steel.
- .4 Ship bundles of bar reinforcement, clearly identified in accordance with bar lists.

PART 3 - EXECUTION

3.1 QUALITY CONTROL

- .1 Quality control procedures and implementation are the responsibilities of the General Contractor, and submission of a quality control plan for work executed under this section is required.
 - .1 The plan shall include: the names of personnel responsible for execution of the plan.
 - .2 Means and methods for confirming material compliance with specifications, and associated documentation procedures.
 - .2 Program for confirming and documenting compliance of sub-trade qualifications and their individual employees, sub-contractors and engineers.
 - .3 Procedures for reviewing compliance in the field with construction documents including documentation of locations reviewed, photographs taken and timing for review. The contractor's review must be completed prior to review of the Consultant.
 - .4 Procedures for rectifying deficiencies noted by the contractor/consultant of independent inspection agencies.

3.2 FIELD BENDING

- .1 Do not field bend reinforcement except where indicated or authorized by the Consultant.
- .2 When field bending is authorized, bend without heat, applying a slow and steady pressure. Replace bars, which develop cracks or splits.

<u>3.3 FIELD WELDING</u>	.1	Do not field weld reinforcement except where indicated or authorized by the Consultant.
	.2	Conform to CSA A23.1 and CSA W186.
<u>3.4 REVIEW OF CONSTRUCTION</u>	.1	Provide written notification to the Consultant and Independent Inspection and Testing Agency at least 24 hours prior to intended concrete pour to allow for a reinforcing placement review.
	.2	Review of construction by Consultant and Independent Inspection and Testing Agency is to ascertain general conformity with contract documents. It does not relieve the Contractor of his contractual responsibilities. The review is based on representative samples of the work and does not relieve the Contractor from carrying out his own quality control and making the work in conformity with the drawings and specifications.
	.3	The Contractor will receive copies of the construction review reports and the results of material tests. He will thereby be informed of any defects or deficiencies found.
	.4	Bring to the attention of the Consultant, any defects or deficiencies in the Work, which may occur during construction together with a proposal for remedy. The Consultant will decide what corrective action may be taken and will issue the necessary instructions.
<u>3.5 PITS, CURBS, BASES</u>	.1	Not used.
<u>3.6 MECHANICAL AND ELECTRICAL WORK</u>	.1	Not used.

PART 1 – GENERAL

1.1 RELATED SECTIONS

- .1 05 12 00 Structural Steel for Buildings.

1.2 MEASUREMENT PROCEDURES

- .1 Cast-in-place concrete will not be measured but will paid for as a fixed price item.
- .2 Supply and installation of anchor bolts, nuts and washers and bolt grouting will not be measured but considered incidental to work.

1.3 REFERENCES

- .1 American Society for Testing and Materials International (ASTM)
- .1 ASTM C 260-01, Standard Specification for Air-Entraining Admixtures for Concrete.
- .2 ASTM C 309-03, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- .3 ASTM C 330-04, Standard Specification for Lightweight Aggregates for Structural Concrete.
- .4 ASTM C 494/C 494M-05, Standard Specification for Chemical Admixtures for Concrete.
- .5 ASTM C 1017/C 1017M-03, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
- .6 ASTM D 412-98a (2002) e1, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
- .7 ASTM D 624-00e1, Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomer.
- .8 ASTM D 1751-04, Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- .9 ASTM D 1752-04a, Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
- .2 Canadian General Standards Board (CGSB)
- .1 CAN/CGSB-37.2-M88, Emulsified Asphalt, Mineral Colloid-Type, Unfilled, for Dampproofing and Waterproofing and for Roof Coatings.
- .2 CAN/CGSB-51.34-M86 (R1988), Vapour Barrier, Polyethylene Sheet for Use in Building Construction.
- .3 Canadian Standards Association (CSA International)
- .1 CSA-A23.1/A23.2, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
- .2 CSA A283, Qualification Code for Concrete Testing Laboratories.
- .3 CAN/CSA-A3000, Cementitious Materials Compendium (Consists of

A3001, A3002, A3003, A3004 and A3005).

.1 CSA-A3001, Cementitious Materials for Use in Concrete.

1.4 ACRONYMS AND TYPES

- .1 Cement: hydraulic cement or blended hydraulic cement (XXb - where b denotes blended).
- .1 Type GU or GUb - General use cement.
- .2 Type MS or MSb - Moderate sulphate-resistant cement.
- .3 Type MH or MHb - Moderate heat of hydration cement.
- .4 Type HE or Heb - High early-strength cement.
- .5 Type LH or LHb - Low heat of hydration cement.
- .6 Type HS or HSb - High sulphate-resistant cement.

- .2 Fly ash:
- .1 Type F - with CaO content less than 8%.
- .2 Type CI - with CaO content ranging from 8 to 20%.
- .3 Type CH - with CaO greater than 20%.

- .3 GGBFS - Ground, granulated blast-furnace slag.

1.5 DESIGN REQUIREMENTS

- .1 Alternative 1 - Performance in accordance with CSA-A23.1/A23.2 and as described in MIXES of PART 2 - PRODUCTS.

1.6 SUBMITTALS

- .1 Submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit WHMIS MSDS - Material Safety Data Sheets.
- .3 At least 2 weeks prior to beginning Work, submit to Consultant certification that plant, equipment, and materials to be used in concrete comply with requirements of CSA-A23.1.
- .4 At least 2 weeks prior to starting concrete work, submit all concrete mix designs, including pump mixes and indicate where each concrete mix is to be used. Where Class C1, C2 or F1 mix designs are required submit test data to confirm that air-void system conforms to CSA A23.1 for each mix design.
- .5 Minimum submission requirements for each concrete mix design shall include; CSA exposure class, minimum specified compressive strength at 28 days, maximum aggregate size, maximum water/cement ratio, assumed method of concrete placement, slump range, percentage and type of supplementary cementing materials, admixtures, certificate of compatibility of admixtures (unless all admixtures are supplied by same supplier), architectural requirements.
- .6 Concrete hauling time: submit for review by Consultant deviations exceeding maximum allowable time of 120 minutes for concrete to be delivered to site of Work and discharged after batching.

1.7 QUALITY ASSURANCE

- .1 Quality Assurance: in accordance with Section 01 45 00 - Quality Control and General Requirements.
- .2 Submit Consultant minimum 2 weeks prior to starting concrete work, valid and recognized certificate from plant delivering concrete.
- .1 When plant does not hold valid certification, provide test data and certification by qualified independent inspection and testing laboratory that materials used in concrete mixture will meet specified requirements.
- .3 Minimum 2 weeks prior to starting concrete work, submit proposed quality control procedures for review Consultant on following items:
 - .1 Falsework erection.
 - .2 Hot weather concrete.
 - .3 Cold weather concrete.
 - .4 Curing.
 - .5 Finishes.
 - .6 Formwork removal.
 - .7 Joints.
- .4 Quality Control Plan: submit written report, as described in PART 3 - VERIFICATION, to Consultant verifying compliance that concrete in place meets performance requirements of concrete as established in PART 2 - PRODUCTS.

1.8 DELIVERY, STORAGE AND HANDLING

- .1 Concrete hauling time: maximum allowable time for concrete to be delivered to site of Work and discharged not to exceed 120 minutes after batching.
- .1 Modifications to maximum time limit must be agreed to Consultant and concrete producer as described in CSA A23.1/A23.2.
- .2 Deviations to be submitted for review by Consultant.
- .2 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.
- .3 Waste Management and Disposal:
 - .1 Separate waste materials for reuse or recycling.
 - .2 Divert unused concrete materials from landfill to local facility approved by Consultant.
 - .3 Provide an appropriate area on the job site where concrete trucks can be safely washed. Comply with Airport requirements.
 - .4 Divert unused admixtures and additive materials (pigments, fibres) from landfill to official hazardous material collections site as approved by the Consultant.
 - .5 Unused admixtures and additive materials must not be disposed of into sewer systems, into lakes, streams, onto ground or in other location where it will pose health or environmental hazard.
 - .6 Prevent admixtures and additive materials from entering drinking water supplies or streams. Using appropriate safety precautions, collect liquid or solidify liquid with inert, noncombustible material and remove

for disposal. Dispose of waste in accordance with applicable local, Provincial and National regulations.

PART 2 - PRODUCTS

2.1 SUSTAINABLE REQUIREMENTS

- .1 Materials and resources shall be selected to be as sustainable as possible for use indicated.

2.2 MATERIALS

- .1 Cement: to CAN/CSA-A3001, Type GU.
- .2 Blended hydraulic cement: Type GU to CAN/CSA-A3001.
- .3 Supplementary cementing materials: with minimum 20% Type F fly ash replacement, by mass of total cementitious materials to CAN/CSA-A3001.
- .4 Water: to CSA-A23.1.
- .5 Aggregates: to CAN/CSA-A23.1/A23.2. Do not use recycled concrete in aggregate.
- .6 Admixtures:
 - .1 Air entraining admixture: to ASTM C 260.
 - .2 Chemical admixture: to ASTM C 494. Consultant to approve accelerating or set retarding admixtures during cold and hot weather placing.
- .7 Shrinkage compensating grout: premixed compound consisting of non-metallic aggregate, Portland cement, water reducing and plasticizing agents to CSA-A23.1/A23.2.
 - .1 Compressive strength: 40 MPa at 28 days.
- .8 Non premixed dry pack grout: composition of non metallic aggregate Portland cement with sufficient water for mixture to retain its shape when made into ball by hand and capable of developing compressive strength of 30 MPa at 28 days.
- .9 Curing compound: to CSA-A23.1/A23.2 white, Type 1-chlorinated rubber.
- .10 Premoulded joint fillers:
 - .1 Bituminous impregnated fiber board: to ASTM D 1751.
 - .2 Sponge rubber: to ASTM D 1752, Type I, firm grade.
- .11 Weep hole tubes: plastic.
- .12 Dampproof membrane:

- .1 Polyethylene membrane:
 - .1 Plain: 15 mil thick polyethylene film.
 - .2 Membrane adhesive: as recommended by membrane manufacturer.

2.3 MIXES

- .1 Alternative 1 - Performance Method for specifying concrete: to meet Consultant performance criteria in accordance with CAN/CSA-A23.1/A23.2.
- .1 Ensure concrete supplier meets performance criteria as established below and provide verification of compliance as described in PART 3 - VERIFICATION.
- .2 Provide concrete mix to meet following hard state requirements:
 - .1 Durability and class of exposure: C-1 and as indicated on drawings.
 - .2 Minimum compressive strength at 28 days age: 32 MPa and as indicated.
- .3 Provide quality management plan to ensure verification of concrete quality to specified performance.
- .4 Concrete supplier's certification.

PART 3 - EXECUTION

3.1 PREPARATION

- .1 Obtain Consultant's approval before placing concrete.
- .1 Provide 48hours notice prior to placing of concrete.
- .2 Place concrete reinforcing in accordance with CSA A23 and pre-agreed placing procedures.
- .3 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitates placing with minimum of re-handling, and without damage to existing structure or Work.
- .4 Pumping of concrete is permitted only after approval of equipment and mix.
- .5 Ensure reinforcement and inserts are not disturbed during concrete placement.
- .6 Prior to placing of concrete obtain Consultant's approval of proposed method for protection of concrete during placing and curing [in adverse weather.
- .7 Protect previous Work from staining.
- .8 Clean and remove stains prior to application for concrete finishes.
- .9 Maintain accurate records of poured concrete items to indicate date,

location of pour, quality, air temperature and test samples taken.

- .10 In locations where new concrete is dowelled to existing work, drill holes in existing concrete.
- .1 Place steel dowels of deformed steel reinforcing bars and pack solidly with epoxy grout specified to anchor and hold dowels in positions as indicated.

3.2 CONSTRUCTION

- .1 Do cast-in-place concrete work in accordance with CSA-A23.1/A23.2.
- .2 Sleeves and inserts:
 - .1 Do not permit penetrations, sleeves, ducts, pipes or other openings to pass through joists, beams, column capitals or columns, except where indicated or approved Consultant.
 - .2 Sleeves and openings greater than 100 x 100 mm not indicated, must be reviewed by Consultant.
 - .3 Do not eliminate or displace reinforcement to accommodate hardware. If inserts cannot be located as specified, obtain approval of modifications Consultant before placing of concrete.
 - .4 Check locations and sizes of sleeves and openings shown on drawings.
- .3 Anchor bolts:
 - .1 Set anchor bolts to templates under supervision of appropriate trade prior to placing concrete.
 - .2 With approval of Consultant grout anchor bolts in preformed holes or holes drilled after concrete has set. Formed holes to be minimum 100 mm diameter. Drilled holes to be minimum 25 mm or larger in diameter than bolts used to manufacturers' recommendations.
 - .3 Protect anchor bolt holes from water accumulations, snow and ice build-ups.
 - .4 Set bolts and fill holes with epoxy grout.
- .4 Drainage holes and weep holes:
 - .1 Form weep holes and drainage holes in accordance with general conditions and details on drawings.
 - .2 Install weep hole tubes and drains as indicated.
- .5 Dovetail anchor slots: in accordance with Section 04 00 00 Masonry.
 - .1 Install continuous vertical anchor slot to forms where masonry abuts concrete wall or columns.
 - .2 Install continuous vertical anchor slots at 800 mm on centre where concrete walls are masonry faced.
- .6 Grout under base plates using procedures in accordance with manufacturer's recommendations which result in 100 % contact over grouted area.
- .7 Finishing and curing:
 - .1 Finish concrete in accordance with CSA-A23.1/A23.2.
 - .2 Use curing compounds compatible with applied finish on concrete surfaces. Provide written declaration that compounds used are compatible.

- .3 Rub exposed sharp edges of concrete with carborundum to produce 3 mm radius edges unless otherwise indicated.
- .8 Joint fillers:
 - .1 Furnish filler for each joint in single piece for depth and width required for joint, unless otherwise authorized Consultant.
 - .2 When more than one piece is required for joint, fasten abutting ends and hold securely to shape by stapling or other positive fastening.
 - .3 Locate and form joints as indicated.
 - .4 Install joint filler.
 - .5 Use 12 mm thick joint filler to separate slabs-on-grade from vertical surfaces and extend joint filler from bottom of slab to finished slab surface unless indicated otherwise.
- .9 Dampproof membrane:
 - .1 Install dampproof membrane under concrete slabs-on-grade inside building.
 - .2 Lap dampproof membrane minimum 150 mm at joints and seal.
 - .3 Seal punctures in dampproof membrane before placing concrete.
 - .4 Use patching material at least 150 mm larger than puncture and seal.

3.3 SURFACE TOLERANCE

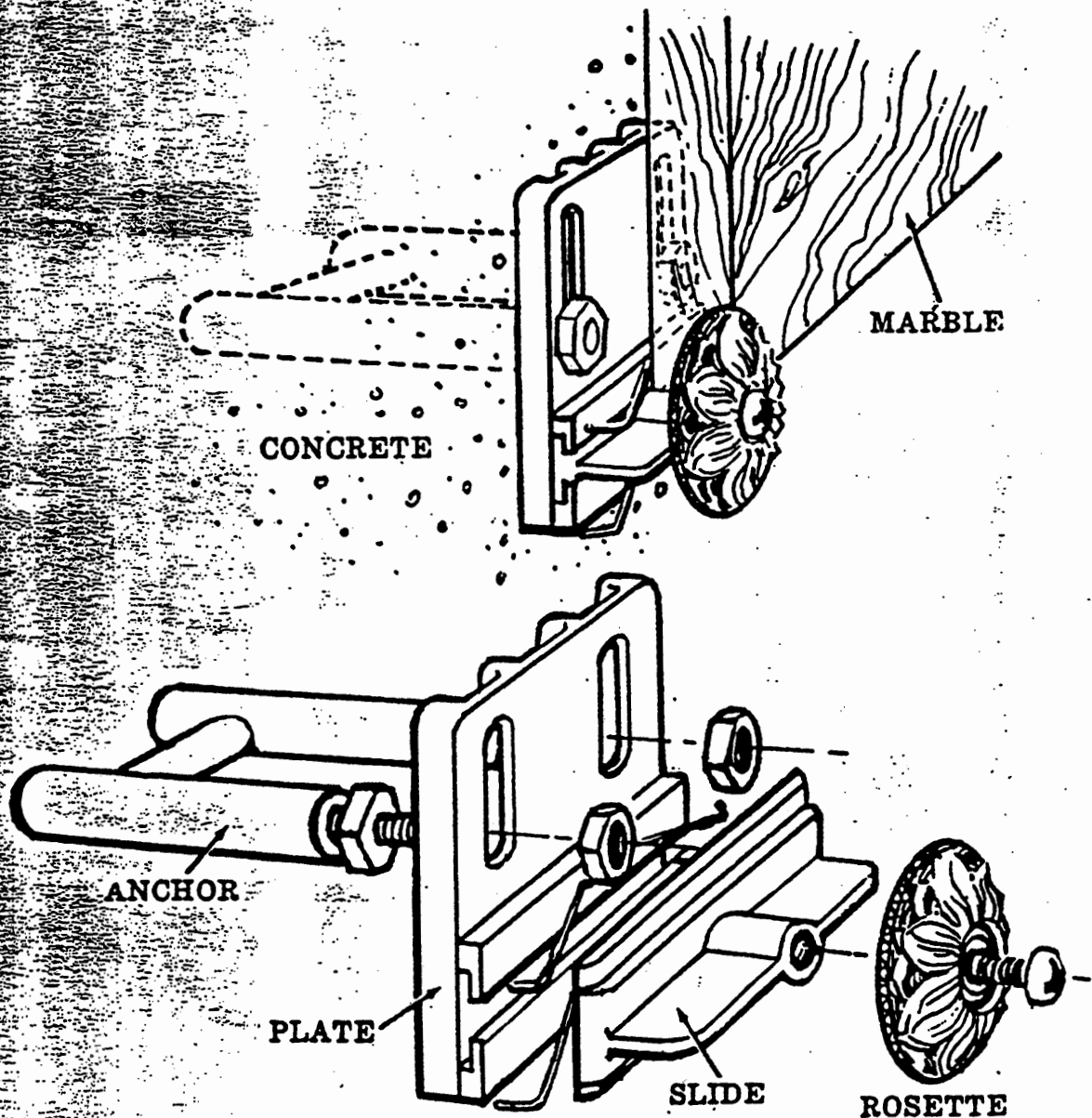
- .1 Concrete tolerance in accordance with CSA-A23.1/A23.2 straightedge method to tolerance schedule as required for floor finishes.

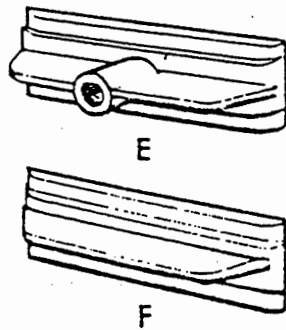
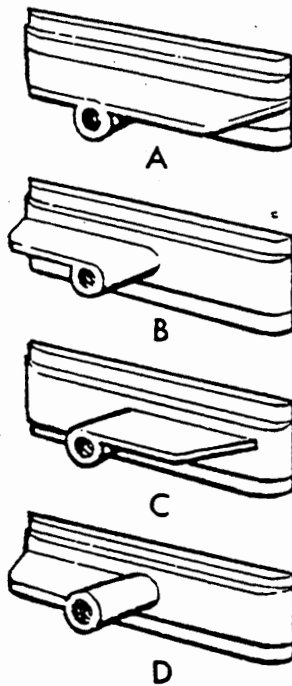
3.4 FIELD QUALITY CONTROL

- .1 Site tests: conduct following test in accordance with Section 01 45 00 - Quality Control and CSA A23 and submit report as described in PART 1 - SUBMITTALS.
- .2 Inspection and testing of concrete and concrete materials will be carried out by testing laboratory designated by Consultant for review in accordance with CSA-A23.1/A23.2.
- .1 Ensure testing laboratory is certified in accordance with CSA A283.
- .3 Ensure test results are distributed for discussion at pre-pouring concrete meeting between testing laboratory and Consultant.
- .4 Owner will pay for costs of tests.
- .5 Consultant will require additional test cylinders during cold weather concreting. Cure cylinders on job site under same conditions as concrete which they represent.
- .6 Inspection or testing by Consultant will not augment or replace Contractor quality control nor relieve Contractor of his contractual responsibility.



anchors are fastened to reinforcing steel and imbedded in structural concrete, making them an integral part of the building. They are internally threaded, allowing bolts to be adjusted to hold plate in correct position. Channels on the back of the plate fit over the bolt heads, locking them. Locking nuts lock the plate in place. Slide fits into a slot on the plate and can be adjusted horizontally. Springs press the back of the marble against the rosette which is secured by a Phillips-head or Tamper resistant screw. Spring tension holds marble of varying thicknesses against the rosette, insuring that all marble faces are flush and aligned. Each Sinner Fastener has been developed for a specific application with types to meet every need. Blueprints are available for each type of fastener upon request





F slide used for center support

ALL PLATES MUST BE FLUSH AGAINST BEARING SURFACE TO AVOID DEFLECTION

Sets available in Zamac metal or Brass & Bronze. Wider or longer slides are available for thicker marble. Custom Bronze castings available on request.

U.S. PATENTS NO. 2,802,907 2,802,906 2,749,318
CANADIAN PATENTS NO. 877,782 435,294

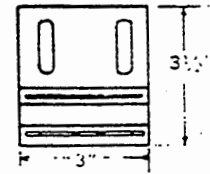
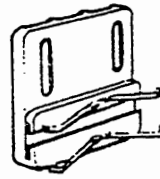


Plate no. 1

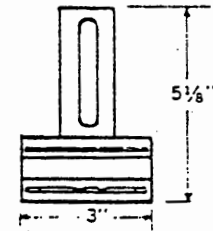
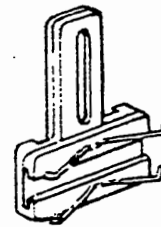
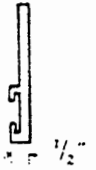
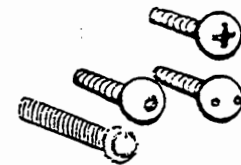


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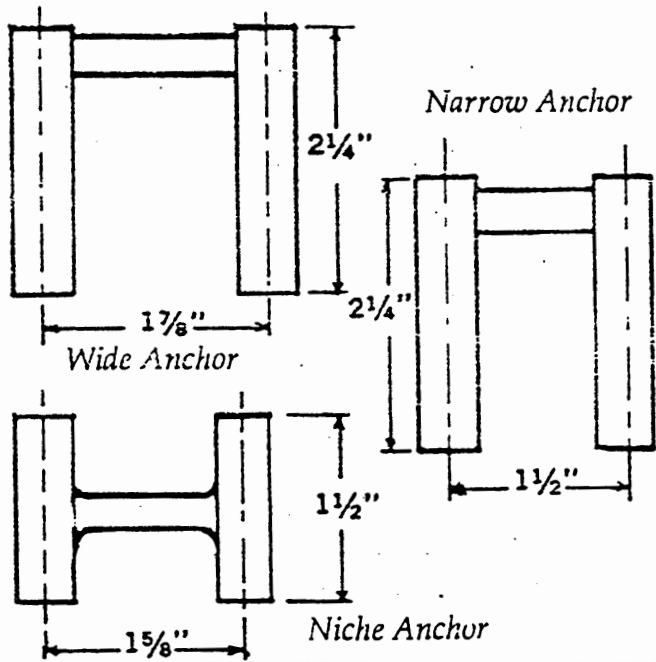
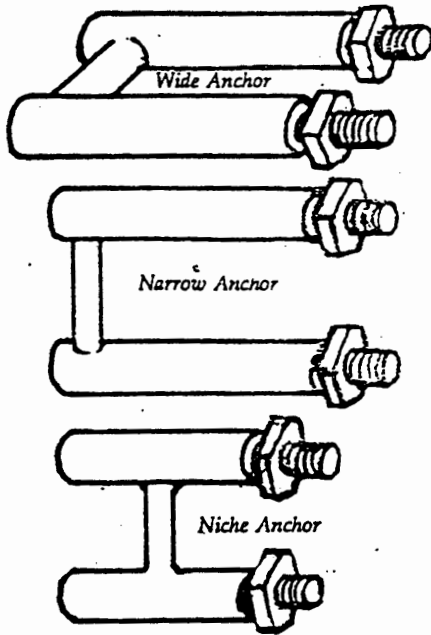


Phillips head #10-24 1/8" bronze screw is standard for securing rosettes. Allen head, Spanner head, and Secure-it screws are also available

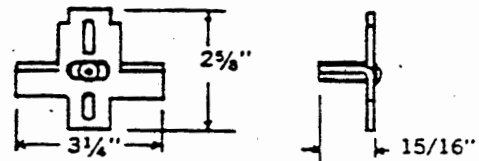
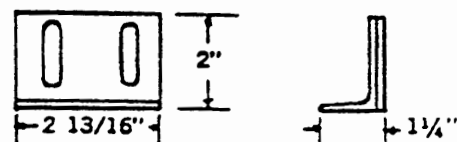
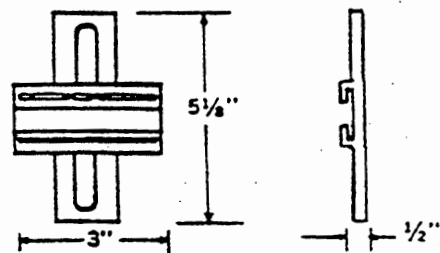
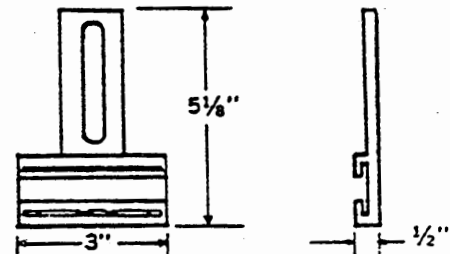
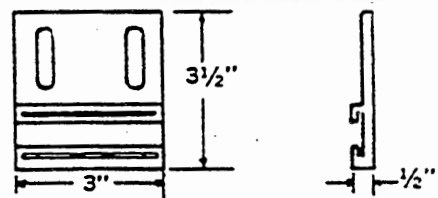
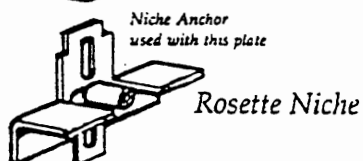
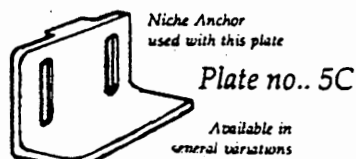
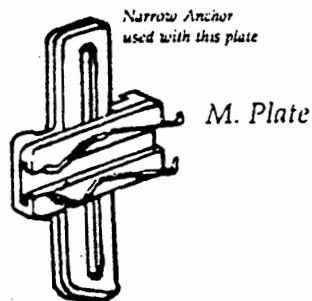
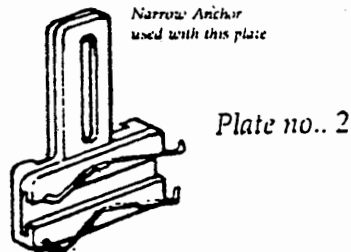
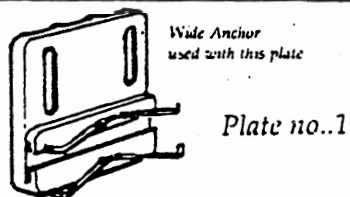
LOCATION OF SLIDES ON TYPICAL MAUSOLEUM WALL

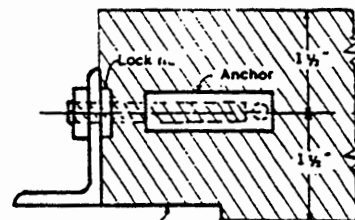
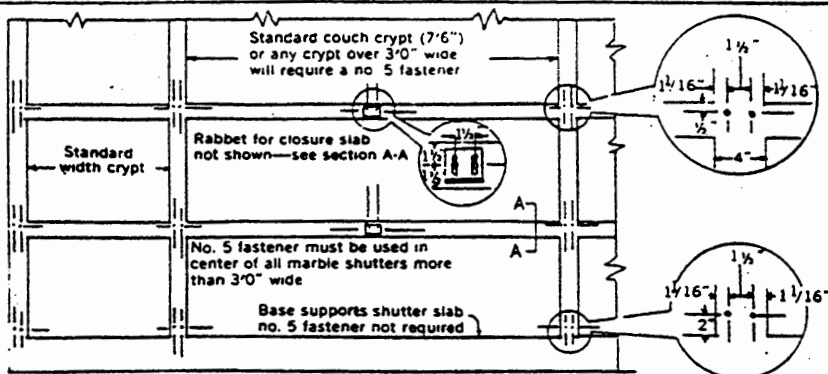
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Anchors

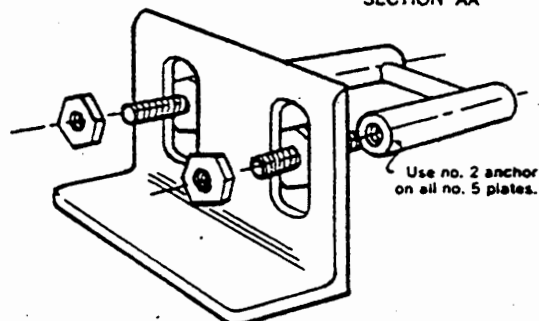


Plates

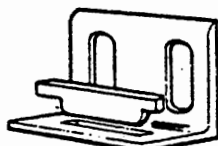




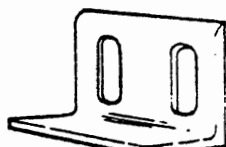
SECTION AA



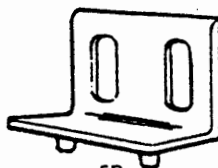
Special No. 5 fastener must be used if marble shutter slabs exceed 3'0" in width.



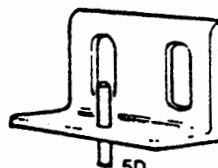
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5C



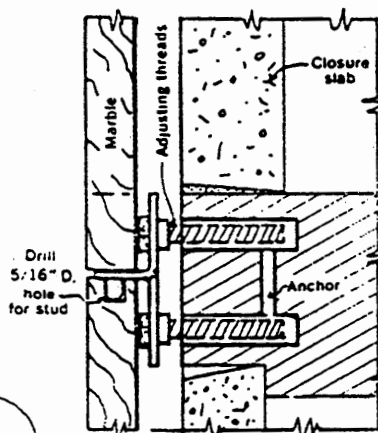
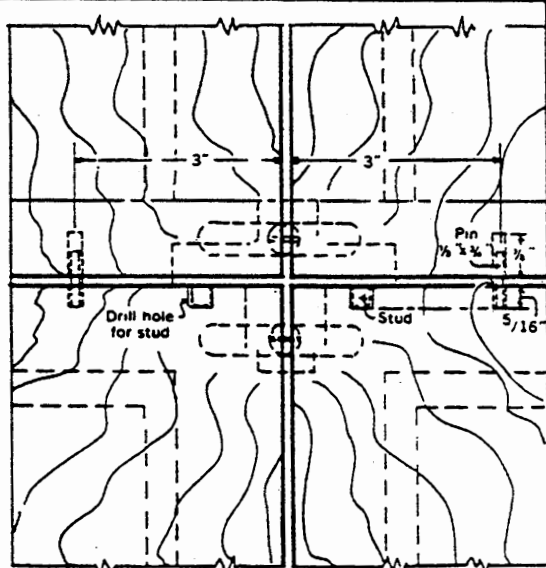
5B



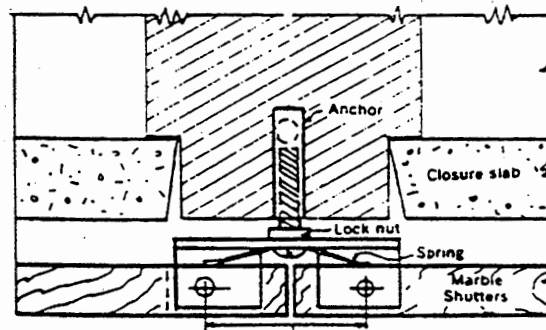
5D

NO. 5 MARBLE FASTENERS FOR CENTER SUPPORT

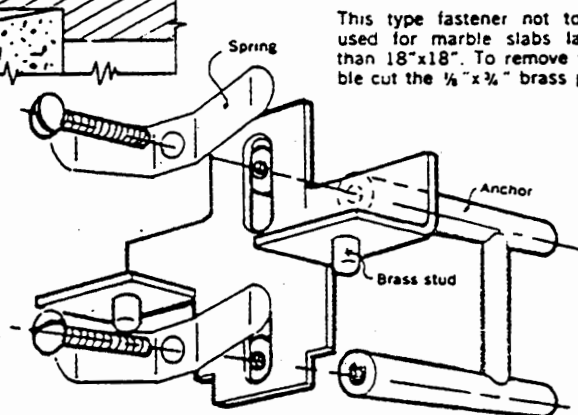
U.S. PATENTS NO. 2080190, 2363154, 2574938
CANADIAN PATENTS NO. 37782, 435295



To remove marble shutter slab, cut pin



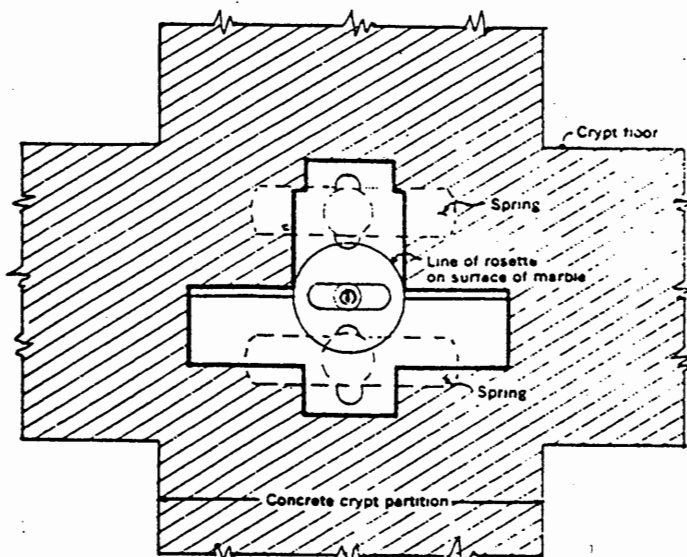
Drill holes in marble 2 5/16" o.c. to fit brass studs on fastener



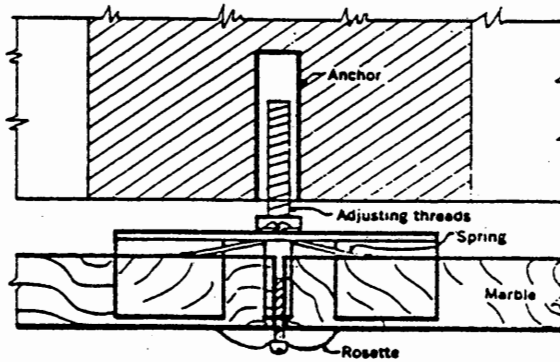
This type fastener not to be used for marble slabs larger than 18"x18". To remove marble cut the 1/2"x3/4" brass pins.

CONCEALED FASTENER FOR NICHES

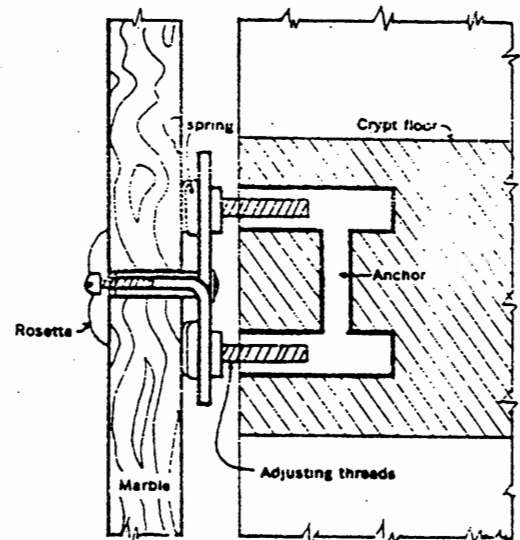
PATENT NO. 2-618-145



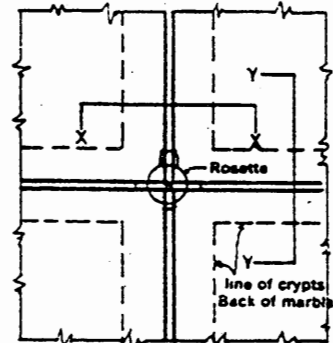
ELEVATION OF MARBLE FASTENER



SECTION XX

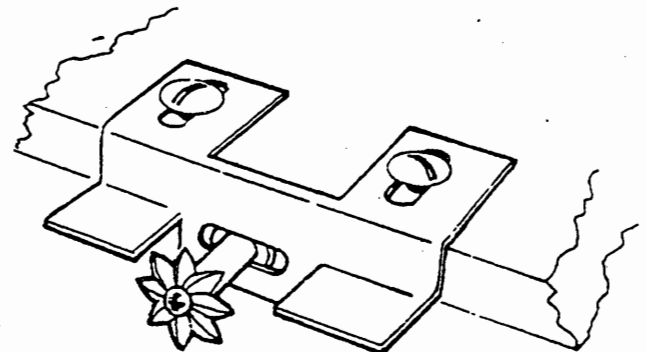
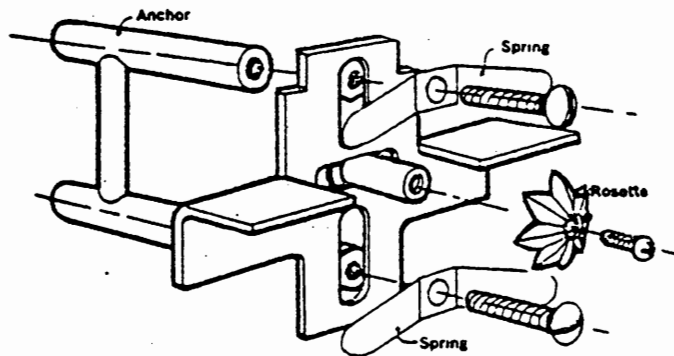


SECTION Y



PART ELEVATION OF FOUR ADJOINING MARBLE SLABS

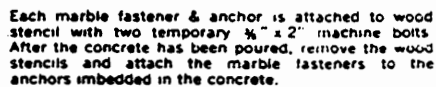
This type fastener not to be used for marble slab larger than 18"x18"



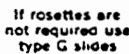
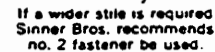
MODIFIED NICHE FASTENER
IN BRASS ONLY, WITH
SPRING TENSION

ROSETTE TYPE NICHE FASTENER

PATENT NO. 2-618-148

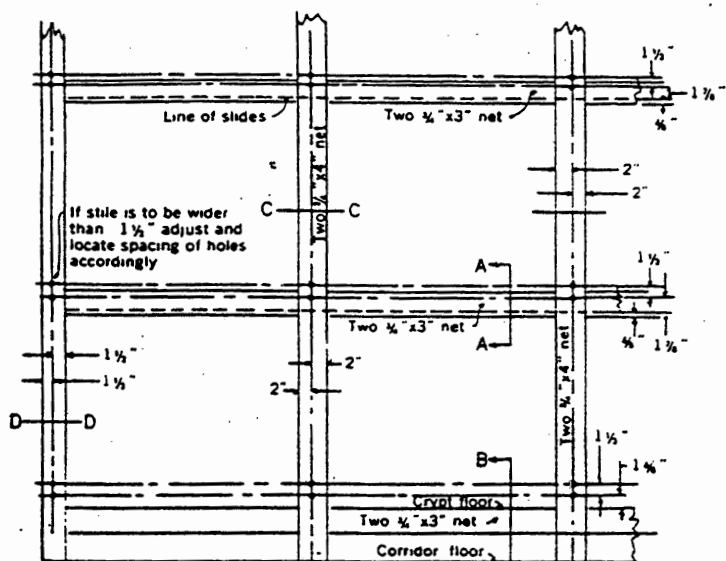


PLAN

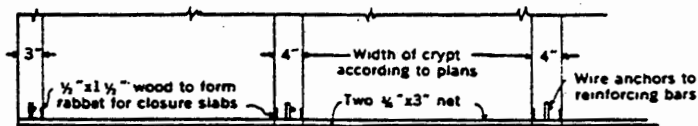


ALL PLATES MUST BE
FLUSH AGAINST
BEARING SURFACE
TO AVOID DEFLECTION.

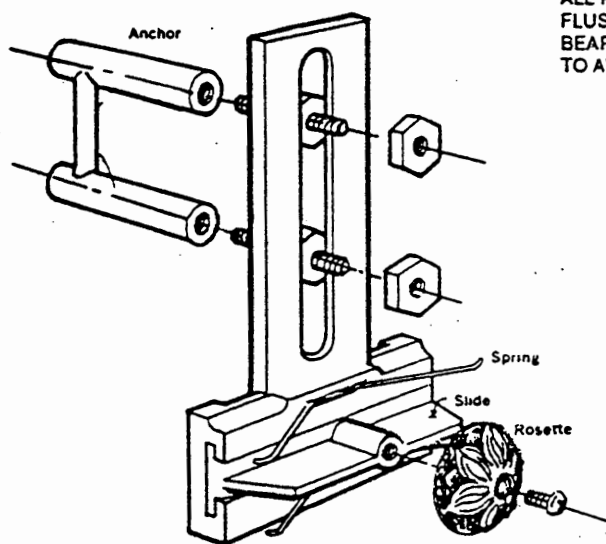
U.S. PATENTS NO. 2080190, 2343156, 2574938
CANADIAN PATENTS NO. 377782, 435299



PART ELEVATION WOOD STENCILS



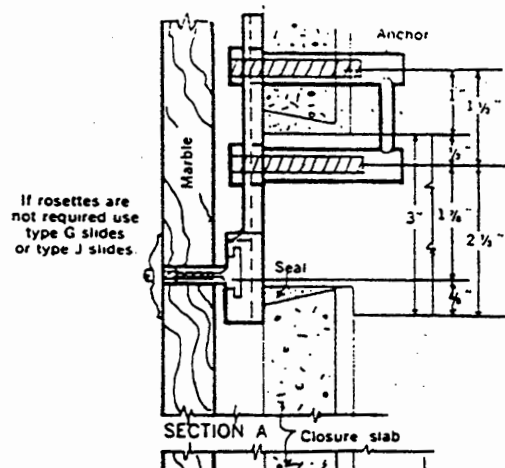
Each marble fastener anchor is attached to wood stencil with two temporary $\frac{1}{4}$ " x 2" machine bolts. After the concrete has been poured, remove the bolts & stencils and attach the marble fasteners to the anchors imbedded in the concrete.



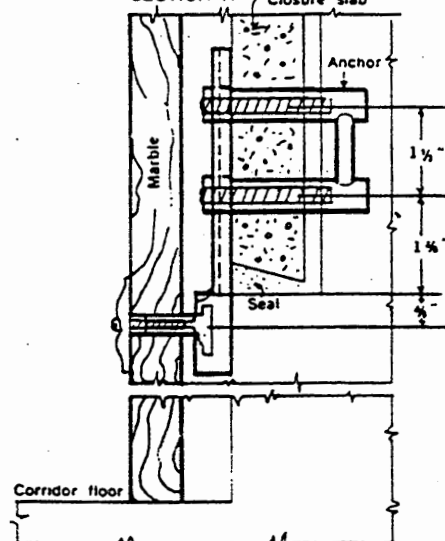
ALL PLATES MUST BE FLUSH AGAINST BEARING SURFACE TO AVOID DEFLECTION.

NO. 2 MARBLE FASTENER

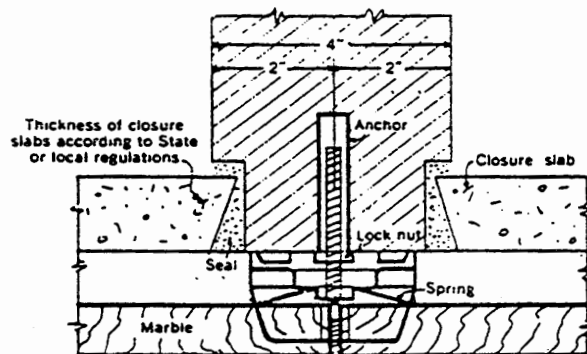
U.S. PATENTS NO. 2080190 2363154, 2574938
CANADIAN PATENTS NO. 377782, 435295



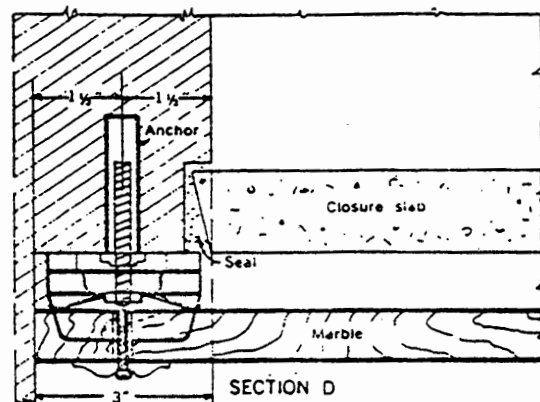
SECTION A



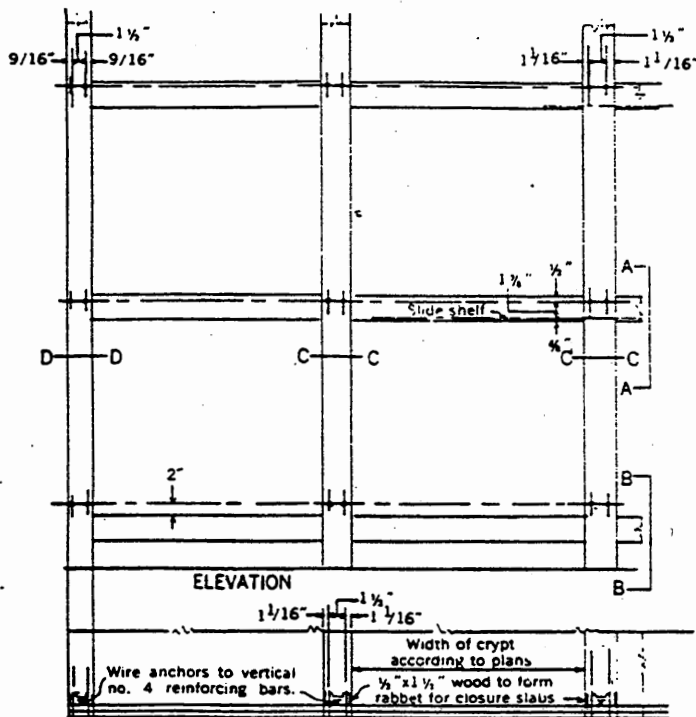
SECTION B



SECTION C

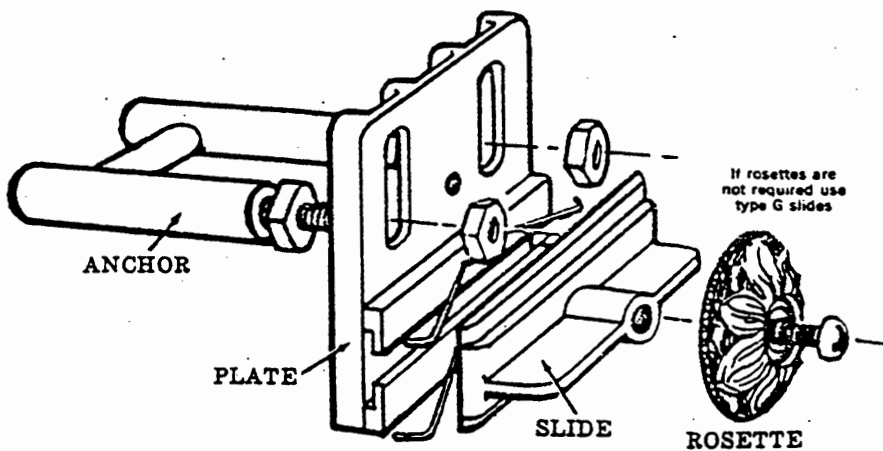
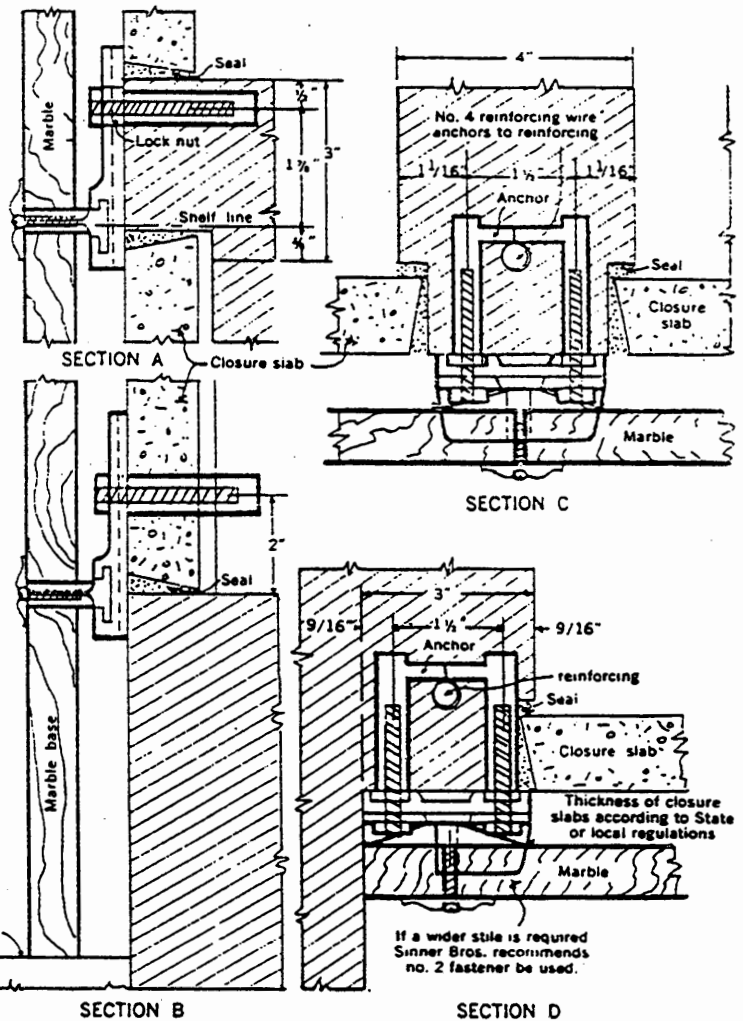


SECTION D



Each marble fastener & anchor is attached to wood stencil with two temporary 3/8" x 2" machine bolts. After the concrete has been poured, remove the wood stencils and attach the marble fasteners to the anchors imbedded in the concrete.

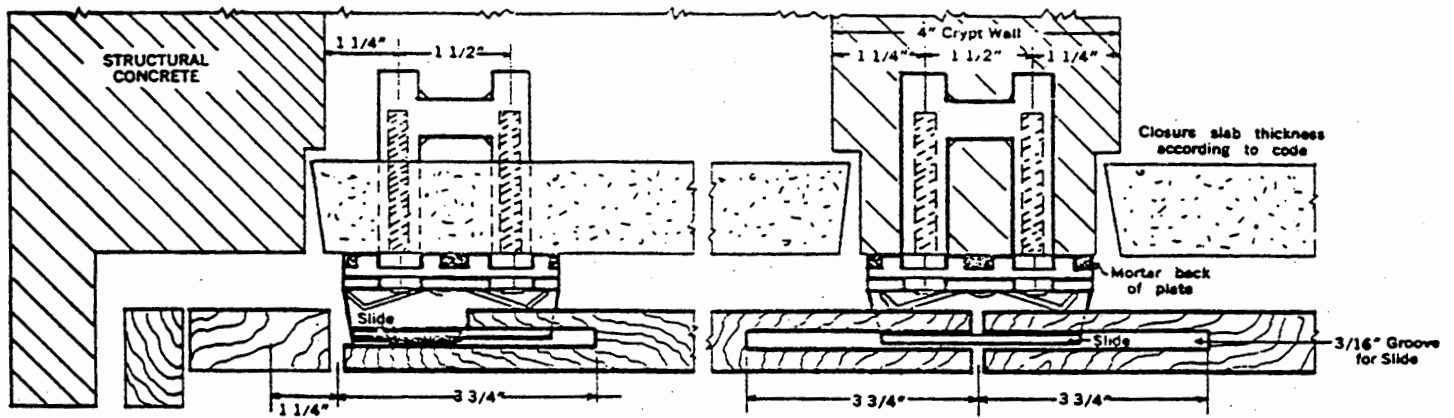
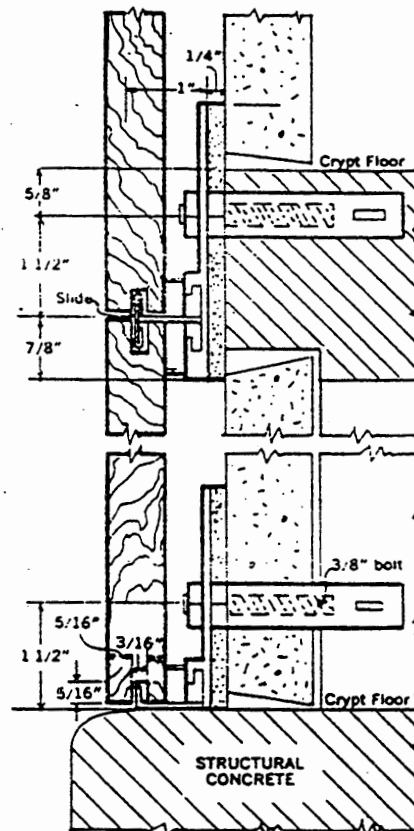
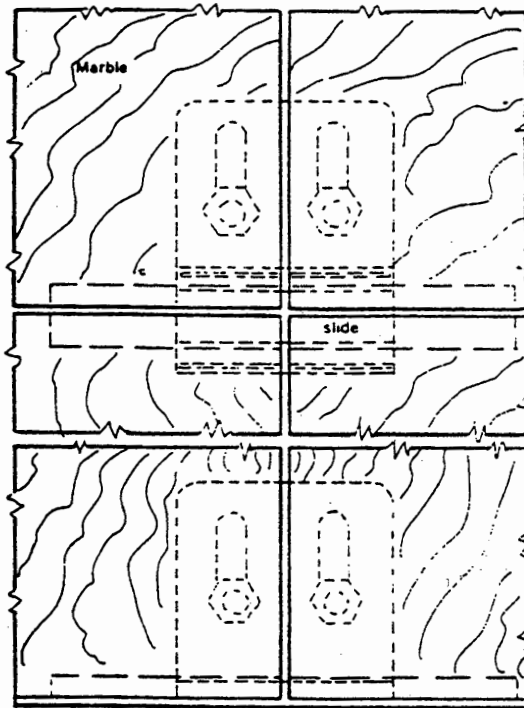
PLAN



ALL PLATES MUST BE FLUSH AGAINST BEARING SURFACE TO AVOID DEFLECTION.

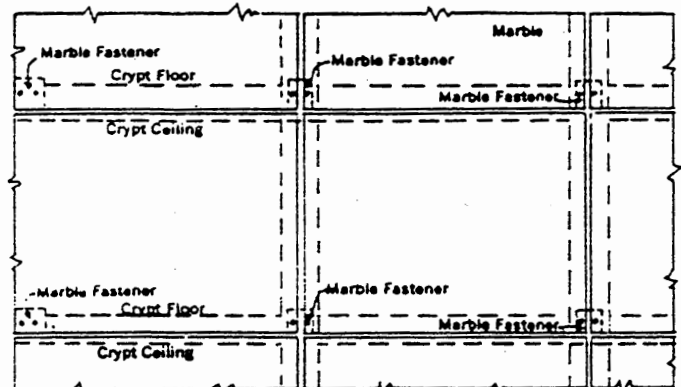
NO. 1 SPECIAL FASTENER

U.S. PATENTS NO. 2880190, 2363154, 2574938
CANADIAN PATENTS NO. 377782, 435299

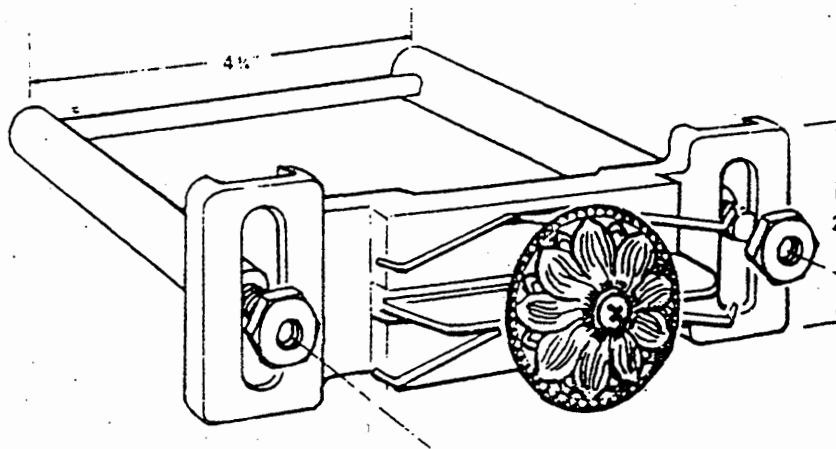


This installation recommended for marble thickness of 7/8" or more.

CONCEALED SPECIALTY
U.S. PATENTS NO. 3-342,005



MODIFIED ANCHOR



MODIFIED PLATE

AVAILABLE IN BRASS OR BRONZE



Manufactured
in the U.S.A.

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A. JOSEPH CO., INC.

Est. 1975

About Us

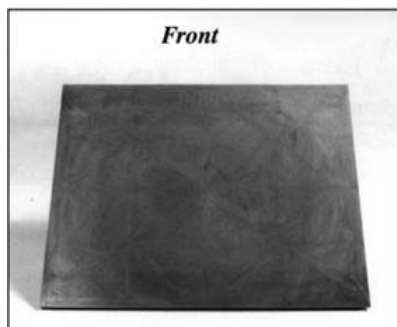
Contact Information

Online Quote

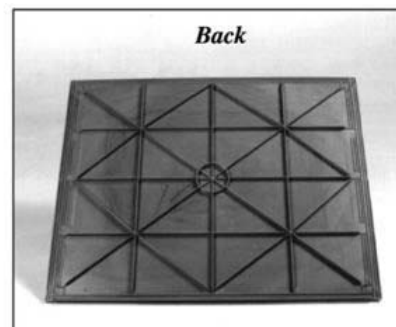
Warehousing

LIGHTWEIGHT - PERMANENT - CRYPT SEALERS

[Back To Mausoleum Supplies](#)

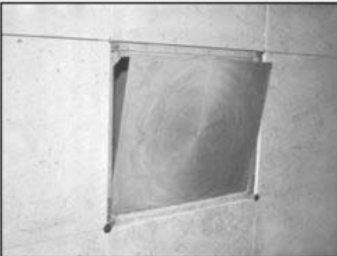
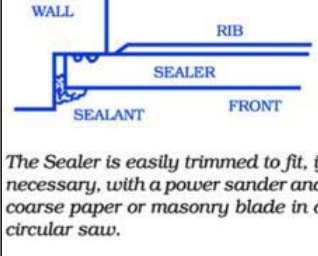
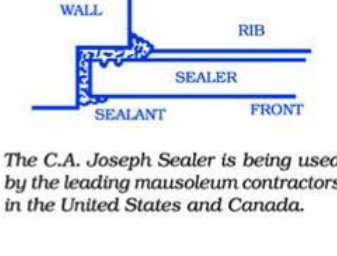


EASY HANDLING



RIBBED CONSTRUCTION

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dp#rxq#w#z#u#k#v#i#r#u#d#h#w#w#r#q#j#|u#j#j#g#q#v#d#w#d#w#r#q#j#d#v#|j#q#v#d#w#d#g#h#k#l#F#u|s#w#h#d#d#u#z#h#j#k#v#h#q#q#h#s#r#x#g#g#p#d#u#h#g#
i#r#u#h#s#z#h#v#l#|h#v#d#u#h#y#d#i#d#e#d#k#4#6#27#h#(h#9#0#4#25#h#2#h#5#h#(h#9#0#4#25#h#2#h#6#h#(h#9#0#4#25#h#2#h#6#h#(h#9#0#6#27#h#2#h#6#h#6#0#4#27#h#(h#9#0#
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TO INSTALL	FIRST ENTOMBMENT	FINAL ENTOMBMENT
	1. Caulk across bottom. 2. Place bottom of Sealer into caulking. 3. Place Sealer in position and caulk all sides of panel. NOTE: <i>Caulking is NOT put behind Sealer in the first entombment - this allows removal of Sealer for final entombment.</i>	1. Completely caulk bottom and inset ledge. 2. Insert Sealer and press into caulking. 3. Caulk thoroughly all sides of Sealer panel. PITTSBURGH TEST LAB RESULTS OF THE HIGH IMPACT/HIGH DENSITY PLASTIC SEALER SHOW THE UNIT IS NOT EFFECTED BY EXTREMES OF HEAT OR COLD AND THAT THIS UNIT RESISTS THE EFFECTS OF EMBALMING FLUIDS.
		
The proper sealant for this application is Vulkem Urethane No. 116 and may be obtained through us. The shelf life of Vulkem sealant is 6 to 8 months.	<i>The Sealer is easily trimmed to fit, if necessary, with a power sander and coarse paper or masonry blade in a circular saw.</i>	<i>The C.A. Joseph Sealer is being used by the leading mausoleum contractors in the United States and Canada.</i>

13712 Old Fredericktown Rd. East Liverpool, Ohio 43920

Phone: (330) 385-6869 Fax: (330) 385-5038

PART 1 - GENERAL

1.1 General

PART 2 - PRODUCTS

- 2.1 Materials
- .1 F.G. dividers: complying with CGSB specification 41 GP-66 latest revision for glass Fibre Reinforced Polyester sheets.

PART 3 - EXECUTION

- 3.1 Fibreglass Fabrication
- .1 Fibreglass panels: shall be fabricated by hand lay-up method flat.
 - .2 Panel thickness: min 5 mm (3/16").
 - .3 Translucency: Opaque, Grey.
 - .4 Size: to fit recessed reglet in concrete of vault. Lay-up in large sheets and cut to fit. Test each vault closure panel and number or otherwise identify if sizes vary.
- 3.2 Installation
- .1 Supply only to each vault and leave loose for later installation.
 - .2 Provide 4 spare panels and hand over to Owner.

End of Section

PART 1 – GENERAL

1.1 General Requirements

- .1 Conform to Sections of Division 1 as applicable.
- .2 Provide a new 1 ply base and 3 ply built-up hot applied roofing system, complete, in place, as shown on the Drawings, specified herein, or needed for a complete and proper installation. Included are roof parapets, vapour barrier, sheathing, roofing membranes, ballast and all roofing accessories.

1.2 Quality Assurance

- .1 Conform to Canadian Roof Contractor's Association (CRCA) Specification Manual as amended to date, as applicable, except where shown or specified otherwise.
- .2 Complete roof shall meet ULC requirements for a Class "A" roof.
- .3 Conform to roofing system suppliers recommendations in their entirety. Provide a copy of the installation instructions to the Architect prior to commencing work.
- .4 Roofing installer shall provide evidence demonstrating 5 years experience installing the specified roofing system.
- .5 Roofing installer shall provide evidence of membership in good standing with the Provincial Built-Up Roofing Contractor's Association.

1.3 Delivery, Storage and Handling

- .1 Protect sheet metal materials from bending and scratching.
- .2 Protect roofing materials from inclement weather. Keep sheathing, insulation and roofing felts absolutely dry and remove only as much from storage as can be applied, and flood coated on same day. Reject damaged materials including those showing signs of having been damp or exposed to moisture.
- .3 Store roofing felts for at least 24 hours in an area kept at 20°C (70°F) and remove for application with as little exposure to cold as possible. Store felts off ground, on end and well ventilated.
- .4 Do not store aggregate on roof or overload it. Bring aggregate to roof only as required for spreading on roof as work proceeds.
- .5 Do not store roofing materials so as to overload the existing or new structure.

1.4 Site Conditions

- .1 Protect adjacent properties from damage as a result of contract operations.
- .2 Protect the Work and the Owner's property from damage as a result of contract operations.

- .3 Confine equipment, material storage, and operations of workers to limits indicated by laws, ordinances, permits, and prior arrangements with the Owner.
- .4 Do not interrupt or hamper occupant operations without prior written approval.
- .5 Remove progressively all debris created by the execution of the Work and dispose of same at appropriate disposal sites.
- .6 Alert the Owner to the expected presence of odors, fumes, or dust and co-ordinate the shielding of ventilation equipment or scheduling of process to achieve acceptable abatement.
- .7 Upon completion of the work, leave premises in original order and condition.

1.5 Environmental Requirements

- .1 Do not install roofing during weather that might adversely affect the performance of the system.
- .2 Do not install roofing over surfaces that are wet, icy, dirty or otherwise unacceptable to the system being installed.
- .3 Secure the Work in a safe and watertight fashion before the onset of inclement weather and at the end of each day's work.

1.6 Warranty

- .1 Warrant work of this Section against defects and deficiencies in roofing material and installation for period of ten (10) years from date the project is certified substantially performed in accordance with G.C. 5.4 of General Conditions of the Contract. Promptly correct any defects or deficiencies that become apparent within warranty period, to the satisfaction of Architect and at no expense to Owner. Defects shall include but shall not be limited to actual leakage and blow off, ridging, blisters or alligating.

PART 2 – PRODUCTS

2.1 Materials

Specification is based on a modified 1 ply base and 3 ply built up roof as manufactured by Tremco, or approved alternates and is intended to provide for the complete installation.

- .1 Vapour Barrier: Type 15 perforated asphalt felt mopped in place with asphalt.
- .2 Asphalt Primer: CSA 123.4M.
- .3 Asphalt: CSA A123.4-M1979; Type 3 on cants and vertical surfaces; Type 2 elsewhere.
- .4 Sheathing: provide a minimum of 1/2" fibre board

sheathing on top of concrete roof substrate.

- .5 Fasteners for sheathing: Tested to Factory Mutual 4470 for a Class I-90 roof with 76 mm (3") diameter recessed button washer. Fastener to be appropriate for installation into concrete substrate.
- .6 Felts: ASTM D2178, Type IV, glass ply sheet. Acceptable material: Tremco THERMglass Roofing Felt. IKO type 4. or John Mansville Type IV.
- .7 Aggregate: ASTM D1863-86, 6 mm (1/4") minimum, (3/8") maximum, containing no fines or slag. Rounded stone only no crushed stone allowed.
- .8 Top Pour: Hot applied THERMastic 100 by Tremco.
- .9 Flashings: Scrimmed EPDM as Tremline sheathing.
- .10 Flashing Adhesive: THERMastic 100
- .11 Cut Back Primer: Tremprime Q.D. by Tremco.
- .12 Metal Flashings: See Section 07620.
- .13 Cleats and Starter Strips: See Section 07620.
- .14 Fasteners for Metal Flashing: See Section 07620.
- .15 Underlay for Metal Flashing: See Section 07620.
- .16 Sealant: CAN/CGSB-19.13-M87, C-2-25-B-N. One component.
- .17 Plastic Cement: CGSB 37-GP-5Ma.
- .18 Fibre Cants: Asphalt impregnated laminated wood fibreboard 75 x 75 mm (3"x3"), cut to 45 angle, or to suit site conditions.

PART 3 - EXECUTION

3.1 Examination

- .1 Inspect completed roof deck.
- .2 Check that deck is properly installed with all required slopes and that all items on or penetrating roof are firmly attached.
- .3 Report any defects or irregularities in roof deck detrimental to roof application. Do not proceed until corrected.
- .4 Co-ordinate deck configuration, penetrations, etc., and to ensure adequate drainage, etc.

3.2 Preparation

- .1 Before commencing roofing, dry and sweep roof surfaces clean, remove debris, water, dew, frost, snow, ice and

foreign materials which could impair work.

- .2 Do no roofing during rain, fog, sleet or snow, or upon surfaces covered with dust, water, dew, ice, frost, snow, etc.
- .3 Protection
 - .1 Hang tarpaulins to protect walls where hoisting is necessary. Locate kettles so smoke or tar will not discolour building, or adjacent buildings, or enter air intakes. Keep masonry and finished surfaces clean and free from asphalt.
 - .2 Protect existing and completed portions of roof from damage.
 - .3 Use wood planks or minimum 10 mm (3/8") thick plywood sheathing in work areas and along work routes as required to prevent damage to steel deck, or sheathing and roofing.

3.3 Application

- .1 Bitumen
 - .1 Heat asphalt in accordance with manufacturer's directions, but in any case do not heat asphalt to over 260°C (500°F) and do not apply at temperature lower than EVT (Equiviscous Temperature).
 - .2 Use heating kettles equipped with thermometers which continually show temperature of asphalt. Equip foreman with portable stem thermometer for checking temperature at point of application.
- .2 Sheathing
 - a) Mechanically fasten, fully fibre board sheathing to concrete deck with screws space 48" o.c. each way. Provide a minimum of 8 screws per 8' board.
 - d) Ensure sheathing is pulled firm with concrete deck at each screw.
- .3 Wood Blocking
 - 1. Construct wood blocking as per details. Blocking, or several thicknesses of wood may be necessary so that the top of the nailer will be level with the top of the roof insulation or top of the deck (is no insulation)
 - .2 Offset blocking layers 300mm (12inches) and weave corners.
 - .3 Assemble blocking using two staggered rows of nailing. Space nails in any row a maximum of 600 mm (24 inches) on center. Within 2440 mm (8 feet) of outside corners, reduce maximum spacing to 300mm (12 inches) on center.
- .4 Vapour Barrier
 - .1 General: Over mechanically fastened gypsum board apply membrane so it provides a continuous vapour barrier beneath all cants and is overlapped and sealed to adjacent air/vapour barrier or to elastic flashing at parapets and curbs to ensure continuity of air/vapour barrier unless

specifically shown or specified otherwise for edge venting.

.2 Adhere 2 plies of felt in shingle fashion in uniform and continuous moppings of hot adhesive. Adhesive application rate 1-1.2 kg/m² (20-25 lb/square)

.3 Use 460 (18 inch) and 920 mm (36 inch) wide plies to start and finish the vapour retarder along roof edges and terminations

.4 Leave sufficient material to wrap exposed ends of insulation 100 mm (4 inches) with the vapour retarder at all roof edges and terminations

.5 Seal all roof openings with two (2) plies of asphalt mastic and reinforcing membrane.

.5 Membrane

.1 Apply full mopping of hot asphalt to fibreboard. Apply as per manufacturer's recommendations.

.2 Lay composite ply base sheet with 4" overlap and three plies of glass felt roofing in asphalt, shingled in, free of wrinkles, air pockets, buckles and fish mouths. Where practical, lay felts starting at low point of roof, perpendicular to slope so that flow of water to drains is with laps. Avoid end joints coinciding with underlying joints.

.3 Extend membrane to top of cant strips. Solidly mop felts to cants with hot asphalt.

.4 Over entire surface of roofing membrane after asphalt has cooled, pour further coat of Thermastic at a rate of 55lb/square and embed full uniform covering of aggregate at rate of 20 kg/m² (400 lb/sq).

.5 Keep aggregate 300 mm (12") clear of cants until elastic flashing has been installed.

.6 Flashing

.1 Install EPDM flashing where roofing meets a vertical surface and round all roof penetrations as shown and in strict accordance with manufacturer's recommendations, and where not shown to his standard details.

.2 Where shown or required to accommodate large movement insert flashing manufacturer's prefabricated expansion joint in flashing system.

.3 Run bottom edge of flashing at least 200 mm (8") out on to flat part of roof, up cant strip and up vertical face as shown terminating in manufacturer's recommended mechanical fastening system. At parapets and curbs run flashing over top and 100 mm (1") down outside face.

.4 Bed whole area of flashing in heavy mopping of Thermastic.

.5 Install flashing in longest possible lengths with minimum of joints. Lap all joints at least 102 mm (4"). Completely fill all joints with manufacturer's recommended adhesive. (Overlap and join to vapour barrier in walls.)

.6 Over roof membrane at each roof drain install 1219 mm (4'-0") square of elastic flashing laid in hot Thermastic and centred on drain. After flashing clamp is installed cut

drain hole.

.7 At all vertical junctions of flashings provide and application of Burmesh sandwiched between two coats of Polyroof.

.7 Sheet Metal Work

.1 Do not install metal flashings until all flexible flashings have been reviewed by Architect.

.2 Install in accordance with Section 07620.

.3 Counterflash flashings as shown.

.8 Temporary Tie-Ins

.1 Tie-ins are to be completed at shift end, daily, to ensure the overnight integrity of the roof and to preserve it in watertight conditions using the following procedure.

.2 Scrape back gravel of existing roof to solid surface.

.3 Apply at least one ply of non-perforated roofing felt, by hot mopping into place using asphalt and lapping a minimum of 18" onto old roof.

.4 Fully top mop to ensure a water seal.

.5 Additional precautions should be taken as warranted at the discretion of the contractor foreman, or Consultant representative. These precautions can take the form of diking with cement or black mastic or any other steps to ensure a watertight situation.

3.4 Field Quality Control

.1 In accordance with Section 01400 Owner may engage an independent inspection company to inspect work of this Section. Give at least two weeks notice of starting work and allow inspector free access. Inspection may include thermographic survey of completed roof.

End of Section

PART 1 - GENERAL

1.1 Related Work .1 Section 07510 Modified Bitumen Built Up Roofing

PART 2 - PRODUCTS

2.1 Sheet Metal Materials .1 Prefinished Aluminium Sheet: minimum thickness 26 gauge.

2.2 Aluminium Finishes .1 Finish exposed faces of aluminium components with thermo-setting acrylic enamel, Alcan Super Alurite, Type 2, in low gloss custom colour as selected by Architect.

2.3 Accessories .1 Isolation coating: alkali resistant bituminous paint.
.2 Plastic cement: to CGSB 37-GP-5Ma.
.3 Cleats and starter strips: 16 gauge (0.05") (1.2 mm) thick aluminium cleats shall be minimum 2" (50 mm) wide, starter strips continuous.
.4 Fasteners: aluminium of length and thickness suitable for metal flashing and trim application. Colour to match base metal on which they occur.
.5 Touch-up paint: as recommended by metal flashing and trim manufacture.
.6 Custom formed

PART 3 - EXECUTION .1 Not applicable.

End of Section

PART 1 - GENERAL

1.1 General

- .1 Work under other sections:
 - .1 Weeping Tile.

PART 2 - PRODUCTS

2.1 Materials

- .1 Pipe: C.A. Joseph Co. Drain/Vent Combination Unit.
Or approved alternate
- .2 Fittings: Y connections, sleeves and flanged outlets as indicated in manufacturer's literature. Provide sleeves to Section 03300.
- .3 Provide Red poly Cap to all drain and vent outlets in each crypt.
- .4 Vent Cap: As provided by C.A. Joseph Co. A.B.S. Plastic complete with insect screen to exposed portion above finished grade.
Or approved equal.

PART 3 - EXECUTION

3.1 Fibreglass Fabrication

- .1 Assemble ventilation and drainage trees in lengths suitable for installation in concrete formwork with sleeved connections and all necessary runouts and flanged drains with plugs installed.

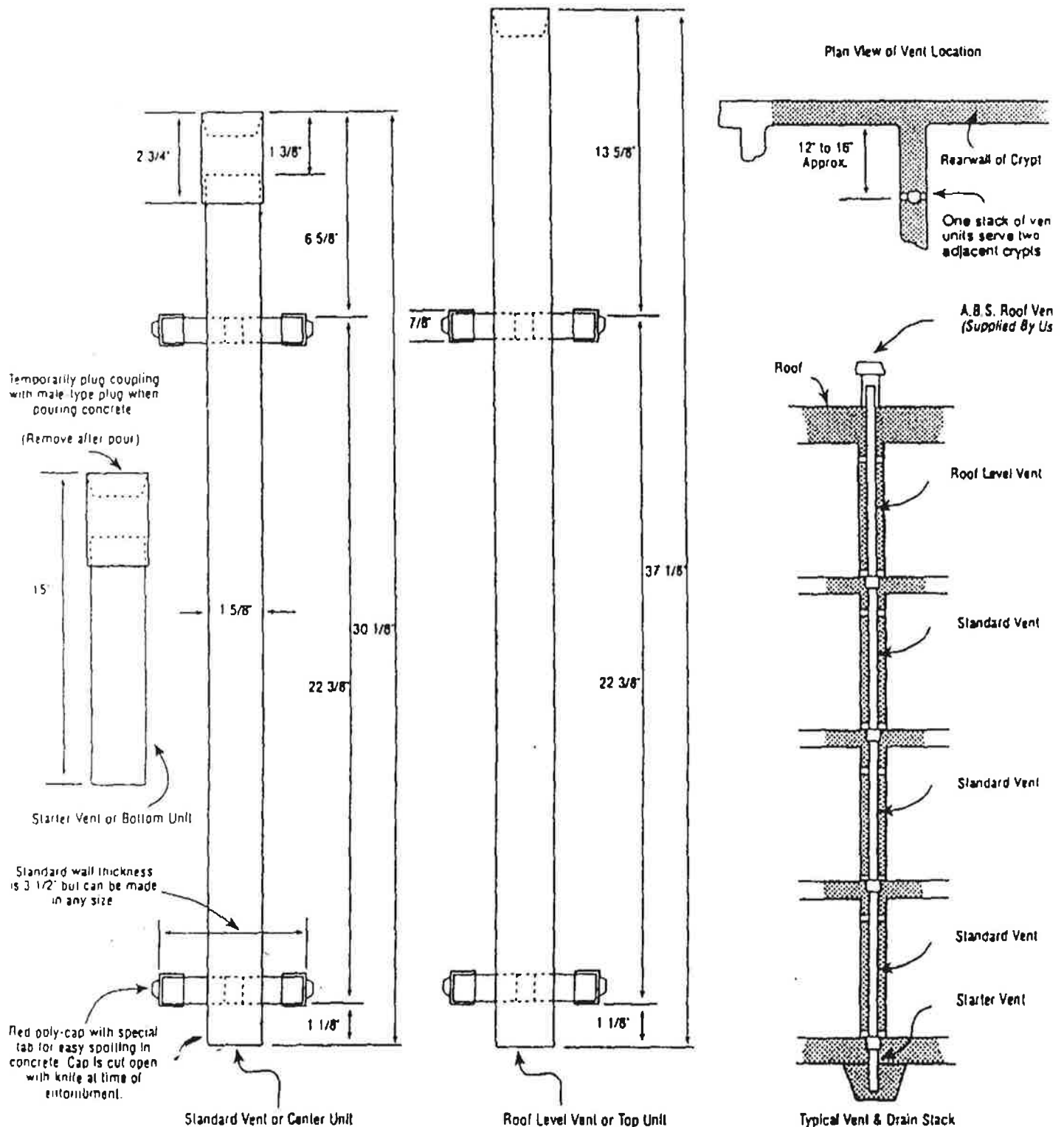
3.2 Installation

- .1 Supply assemblies to Section 03300 for installation into concrete formwork.
- .2 After crypt floors are poured, remove plug, thoroughly clean out rim of drain and vent lines and replace plugs with new plugs similar. Align plug to permit subsequent easy removal.
- .3 Coordinate with concrete trades.

End of Section

Combination Vent & Drain Unit

"Can Fabricate Any Size"



A. JOSEPH CO., INC.
 13712 Old Fredericktown Rd. • East Liverpool, Ohio 43920
 Phone: (330) 385-6869 • Fax: (330) 385-5038

PART 1 - GENERAL

- 1.1 Related Sections .1 Work includes the removal of all trees, stumps, grass, topsoil, curb, gutter, sidewalk, stone pavers, pipes, manholes, underground services, concrete structures, as indicated on the drawings.
- 1.2 Quality Assurance .1 Comply with the requirements of the Ontario Building Code, the Occupational Health and Safety Act, and local by-laws.
- .2 Confine demolition to immediate area of demolition. Take extreme care not to damage existing construction beyond that necessary for carrying out work; make good any such damage in every respect.
- .3 When required have water, electrical, telephone services disconnected by the authorities having jurisdiction.
- .4 Employ measures necessary to limit dust during demolition.

PART 2 - PRODUCTS

- 2.1 Materials .1 All demolished materials are to be removed from site, unless specified otherwise on drawings. Arrange and pay all dumping fees.

PART 3 - EXECUTION

- 3.1 Preparation .1 Inspect site with Engineer and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- 3.2 Sequences of Operation .1 Removal
.1 Remove all items within the limits of removal, as indicated on the drawings.
- .2 Disposal
.1 All material must be hauled to authorized disposal site in accordance with all applicable laws and regulations at no extra cost to the contract.
- .3 Backfill
.1 Backfill in areas of removal with Granular "B" and in accordance with Section 31 23 33.01 - Excavating, Trenching and Backfill.
- 3.3 Restoration .1 Restore areas and existing works outside areas of demolition to match condition of adjacent, undisturbed areas.
- 3.4 Cleanup .1 Upon completion of work, remove debris, trim surfaces and leave work site clean.

End of Section

1 GENERAL

1.1 Related Sections

- .1 Section 31 00 99 - Earthwork
- .2 Section 31 23 33.01 - Excavation, Trenching and Backfill
- .3 Section 32 91 19.13 – Topsoil Placement and Grading
- .4 Section 32 14 00 - Precast Interlocking Paving
- .5 Section 32 92 19.16 – Hydraulic Seeding

1.2 Existing Conditions

- .1 Where possible, known underground and surface utility lines are indicated. Locations of known existing services on plans are only approximate. The Contractor shall be responsible for locating their exact position during the Work. Notify Public Utility or Municipal Authorities well in advance of planned excavations and shoring adjacent to their services.
- .2 Maintain existing lines in areas of excavation which must remain active. Pay costs for the Work.
- .3 Record locations of maintained, re-routed and abandoned underground utility or other service lines.
- .4 Make good any damage caused to existing utility or other service lines resulting from the Work.

1.3 Protection

- .1 Protect existing trees, bench marks, adjacent crypts, pavement, surface or underground utility lines which are to remain as directed by Engineer. If damaged, restore to original or better condition unless directed otherwise.

1.4 Measurement Procedures

- .1 Excavated materials will be measured in cubic metres in their original location.
 - .1 Excavation quantities measured will be actual volume removed within following building limits:
 - .1 Width for excavation for structures as indicated;
 - .2 Depth from ground elevation surveyed prior to excavation.

1.5 As Built Record Drawing

- .1 As work progresses and as required, record significant deviations from the Contract Documents.
- .2 Obtain and record sufficient grading elevations to produce an “As-built” contour plan at a control interval of 0.25 metres.
- .3 Electronic drawings will be made available by Architect for as-built purposes when required

PART 2 - PRODUCTS

2.1 Materials

- .1 Excavated or graded material existing on site may be suitable to use as fill for grading work if approved by Engineer.

PART 3 - EXECUTION

3.1 Excavating

- .1 Excavate to elevations and dimensions indicated or required for construction of work plus space required to erect forms, shoring, and to permit inspection. Provide adequate shore between proposed building and adjacent pedestrian sidewalk as required to ensure the integrity of the sub-base construction and concrete walkway is maintain and in no way is undermined.
- .2 Make excavation to clean lines to minimize quantity of fill material required.
- .3 Earth bottoms of excavation to be dry, undisturbed soil, level, free from loose or organic matter.
- .4 Excavation must not interfere with normal 45 degree splay of bearing from bottom of any footing.
- .5 When complete, allow Engineer to inspect excavation before placing any concrete or granular backfill to verify soil conditions, depths, slopes and dimensions.
- .6 Remove demolished foundations and rubble, and other obstructions encountered in course of excavation.
- .7 Where excavations are carried to depths or widths greater than the Contract requires, correct at no extra cost as follows:
 - .1 Fill under bearing surfaces and footings with concrete to the strength determined by the Engineer
 - .2 Fill under other areas with Granular "A" fill compacted to 98% Modified Proctor Density.
- .8 All earth banks created by excavating shall be sloped at sufficient angle to prevent sliding or caving in. If necessary to protect adjacent structures, for safety, for dewatering operations, to expedite the work or for other reasons as deemed necessary by the Engineer, the Contractor shall supply and install, subject to the Engineer's approval, caissons, cofferdams, sheet-piling, underpinning, well points and/or pumps at his own expense and no extra remuneration will be made for such work or for steel or timber left in place or used in any other way for this purpose.
- .9 Provide, install and maintain necessary fences and barricades before and during any excavation work.

3.2 Shoring and Bracing

- .1 The Contractor shall furnish, put in place and maintain such sheeting, shoring and bracing and at such locations and elevations as are necessary or as may be required to support and protect the sides, bottom and roof (if any) of the excavation and to prevent any movement which may in any way disturb or weaken the supporting material below or beside the works or diminish the width of the excavation movement which may in any way disturb or weaken the supporting material below or otherwise disturb, damage or delay the work, or damage or endanger adjacent pavements, property, buildings, trees specified to remain or other works. The cost of such measures shall be allowed for by the Contractor in the lump sum.

3.3 Grading

- .1 Rough grade to levels, profiles, and contours allowing for a minimum 100mm depth of topsoil plus the thickness of the grass treatment to achieve the indicated finished elevations.
- .2 Ensure rough grade is smooth and devoid of foreign objects, construction materials or other deleterious materials.
- .3 Fine grade to be smooth and to elevation, contours and intent of the grading design.

3.4 Testing

- .1 Inspection and testing of soil compaction will be carried out by testing laboratory designated by the Engineer.
- .2 The cost of inspection and testing shall be paid (except re-testing as noted) by the Owner, based on invoices submitted by the Contractor and approved by the Engineer, out of the Inspection and Testing Allowance.
- .3 Cooperate with, and assist the inspection personnel. Provide site access, assistance personnel and materials required for inspection and/or testing.
- .4 When the report of the inspection personnel indicates the materials or methods do not meet the specified standards, the materials shall be replaced and/or the methods shall be revised to meet the standards. The cost of revisions and the cost of re-testing shall be paid by the Contractor at no additional cost to the Owner.
- .5 The inspection personnel shall:
 - .1 Determine the depth of unsatisfactory material to be removed during excavation.
 - .2 Inspect, test and report on fill materials proposed for use.
 - .3 Conduct soil compaction tests to determine accordance with specified standards and report acceptance or requirements for remedial action.
 - .4 Re-test where required.

3.5 Frequency of Tests

- .1 The Engineer will determine frequency of testing as construction progresses. The following materials will be tested; as applicable:
 - .1 Excavated surfaces;
 - .2 Fills under floors, foundations, asphalt areas or other slabs on grade;
 - .3 Backfill of structural walls.

3.6 Surplus Material

- .1 Remove and dispose off site of surplus material not required for backfill or grading at no extra charge to the Owner.

End of Section

1 GENERAL

- | | | |
|--|----|--|
| <u>1.1 Related Sections</u> | .1 | Section 31 00 99 – Earthwork |
| | .2 | Section 31 22 13 - Rough Grading |
| <u>1.2 References</u> | .1 | OPSS 01010 |
| <u>1.3 Definitions</u> | .1 | Common excavation: excavation of materials of whatever nature. |
| | .2 | Topsoil: material capable of supporting good vegetative growth and suitable for use in top dressing, landscaping and seeding. |
| | .3 | Waste material: excavated material unsuitable for use in work or surplus to requirements. |
| <u>1.4 Protection of Existing Features</u> | .1 | Existing buried utilities and structures: |
| | .1 | Prior to commencing excavation work, notify applicable owner or authorities having jurisdiction, establish location and state of use of buried utilities and structures that are not scheduled to be removed. Owners or authorities having jurisdiction to clearly mark such locations to prevent disturbance during work. |
| | .2 | Confirm locations of buried utilities by careful test excavations. |
| | .3 | Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities and structures encountered that are not scheduled for removal. |
| | .2 | Existing buildings and surface features: |
| | .1 | Conduct, with Engineer, condition survey of existing buildings, trees and other plants, lawns, fencing, service poles, wires, pavement, survey bench marks and monuments which may be affected by work. |
| | .2 | Protect existing buildings and surface features from damage while work is in progress. In event of damage, immediately make repair to approval of Engineer |

PART 2 - PRODUCTS

- 2.1 Materials
- .1 Granular "A" & "B", as per OPSS 1010.
 - .2 Clear stone as per OPSS 1004.

3 EXECUTION

- 3.1 Stripping of Topsoil
- .1 Strip topsoil. Do not mix topsoil with subsoil.
 - .2 Dispose of topsoil off site.

- 3.2 Dewatering
- .1 Keep excavations free of water while work is in progress.
 - .2 Protect open excavations against flooding and damage due to surface run-off.
 - .3 Dispose of water in manner not detrimental to public and private property, or any portion of work completed or under construction.

- 3.3 Excavation
- .1 Excavate to lines, grades, elevations and dimensions as indicated.
 - .2 Excavation must not interfere with normal 45° splay of bearing from bottom of any footing.
 - .3 Dispose of surplus and unsuitable excavated material off site.
 - .4 Do not obstruct flow of surface drainage or natural watercourses.
 - .5 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
 - .6 Notify Engineer when bottom of excavation is reached.
 - .7 Obtain Engineer approval of completed excavation.
 - .8 Remove unsuitable material from trench bottom to extent and depth as directed by Engineer.

- 3.4 Fill Types and Compaction
- .1 Granular "B" under building foot print, 100% Standard Proctor Density.
 - .2 Granular "B" under service area, 100% Standard Proctor Density.

- 3.5 Bedding and Surround of Underground Services
- .1 Place and compact granular material for bedding and surround of underground services to 100% Standard Proctor Density.

3.6 Backfilling

- .1 Do not proceed with backfilling operations until Engineer has inspected and approved installations.
- .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .3 Do not use backfill material which is frozen or contains ice, snow or debris.
- .4 Place backfill material in uniform layers not exceeding 150 mm compacted thickness up to grades indicated. Compact each layer to 100% S.P.D. before placing succeeding layer.

3.7 Restoration

- .1 Upon completion of work, remove waste materials and debris, trim slopes, and correct defects as directed by Engineer.
- .2 Reinstate pavement and sidewalks to elevation which existed before excavation if required.
- .3 Clean and reinstate areas affected by work as directed by Engineer.

End of Section

PART 1 – GENERAL

1.1 General

- .1 Conform to Sections of Division 1 as applicable.

1.2 Related Work Specified Elsewhere

- .1 Section 32 91 19.13 – Topsoil Placement and Grading
- .2 Section 31 22 13 – Rough Grading
- .4 Section 32 92 19.16 – Hydraulic Seeding

1.3 Samples

- .1 Submit samples of unit pavers to Consultant for approval.

1.4 Qualifications

- .1 Paving Work shall be done only by skilled workers, supervised by foremen experienced in type of Work specified. Execute the Work of this Section by a contractor who has equipment adequate for project, and skilled tradesmen so that Work is performed expeditiously; and is known to have been responsible for satisfactory installations similar to that specified during a period of at least five years.

1.5 Allowable Tolerances

- .1 Grade base courses with surfaces within 12 mm of established elevations and within a tolerance of 12 mm under a 3 m long straight edge.

1.6 Supply

- .1 Supply unit pavers from the same production run to ensure uniform colour through-out paved area.
- .2 Deliver and store paving stones on the site on wooden pallets in protected locations that do not hinder the progress of other trades.

1.7 Environmental Requirements

- .1 Commence placing and perform compaction of granular base courses only after excavation has been inspected and accepted by the Consultant and when subgrade temperature is at least 2 degrees C and rising.
- .2 Commence setting of pavers only when base surfaces are at least 2 degrees C, and the temperature is rising.
- .3 Suspend paving operations if temperature drops below specified minimums.

PART 2 – MATERIALS

2.1 Granular Bases

- .1 Granular "B" conforming to O.P.S.S. 1010
- .2 Granular "A" conforming to O.P.S.S. 1 010
- .3 Setting Bed: Local crusher fines - Stonedust.
- .4 Filtercloth : 200R Terrafix geotextile filtercloth or better

2.2 Joint Filler

- .1 Commercial Polymeric joint filler – submit colour sample to Consultant for verification and acceptance – do not use regular sand.

2.3 Unit Paver Manufacturer's

- .1 Manufacturer of **Type I, Type II, Type III, Type IV brick** to be:

UNILOCK
287 Armstrong Ave.
Georgetown, ON.
L7G 4X6
(416) 646-9000

2.4 Unit Paver's

Type I: Hollandstone
100 x 200 x 60 (3.94" x 7.87" X 2.36")
Colours = Natural

Type II: Hollandstone
100 x 200 x 60 (3.94" x 7.87" X 2.36")
Colours = Rustic Red

Type III: Holland & Double Holland
Infill = Hollandstone
100 x 200 x 60 (3.94" x 7.87" X 2.36")
Colour = Sierra (herringbone)

Soldier Course = Double Holland
200 x 200 x 60 (7.87" x 7.87" X 2.36")
Colour = Dark Charcoal

Type IV: Brussels Block
Infill:
Half Stone - 178 x 104 x 70 (7.01" x 4.09" x 2.76")
Standard Stone - 208 x 173 x 70 (8.19" x 6.81" x 2.76")
XL Stone – 348 x 208 x 70 (13.70" x 8.19" x 2.76")
Colours = Sierra and Sandstone

Soldier Course = Standard Stone - 208 x 173 x 70 (8.19" x 6.81" x 2.76")
Colours = Sierra and Sandstone

2.5 Brick Sealer

- .1 C.P.D. Paver & Concrete Sealer or similar brick paving sealer as approved by Consultant.

2.6 Filtercloth

- .1 A geotextile cloth fabric equal to Terrafix 200R or better.

2.7 Brick Edging

- .1 Concrete banding as indicated on the working drawings. See details.
- .1 Extruded aluminium brick edging by BrickStop or similar. Supply sample to consultant for acceptance.

Manufacturer: BrickStop
brick@brickstopedge.com
1-800-565-2599

PART 3 - INSTALLATION

1.1 General

- .1 Place granular base immediately following sub-grade review and acceptance by Consultant as follows:
- .2 Install 200R Filtercloth to entire base of excavation and extending up the sides of the excavation. Ensure a minimum 8" (200mm) overlap on all edges on the fabric.
- .3 Excavate for sub-base and grade so that water flows away and does not accumulate under proposed brickwork. Failure to do so will require further excavation to correct problem at no extra cost to the contract.
- .4 Excavate subbase to required width and depth as outline on the drawings. Install specified granular materials in lifts not exceeding 150 mm uncompacted thickness.
- .5 Grade and compact each layer to minimum of 98% of Standard Proctor density. Maintain true grade and cross section for each layer of material.
- .6 Install rigid insulation at depth and over areas indicated on the drawings.
- .7 Set out work from lines and elevations shown on Drawings. Maintain such lines and levels.
- .8 Layout and install all flush concrete banding as per layout and detail drawings. Provide all precautions necessary to safeguard and protect concrete banding from work of other sections.
- .9 Spread setting bed material evenly over prepared base to a compacted depth of 3" (75 mm). Avoid mixing screenings with granular base material. Compact 98% of standard Proctor Density. Nuclear testing of subbase compaction may be requested by consultant and paid for by contingency allowances.
- .10 Screed setting bed to obtain a smooth surface, free of irregularities, and parallel to the finished grade.
- .11 Place paving stones in position and ensure a tight butt joint between all stones, and to paver layout as indicated on the drawings.
- .12 Tamp pavers with a mechanical vibrator as recommended by the manufacturer. Consult manufacturer about safeguarding brick during this operation.
- .13 Sweep Polymeric joint filler over paving stones in several directions until all joints are full. Sprinkle paved area with a fine spray of water. Repeat process until all joints are completely filled.

- .14 Co-ordinate laying of stones in patterns outlined on the drawing in a manner to minimize cutting of stones. Areas less than 10 mm wide shall be filled with limestone screenings and tamped to 95% Standard Proctor Dry Density and then finished with polymeric sand.
- .15 Cut stones, as required, using a diamond blade cut-off saw only to provide a clean finished edge, flush and true with adjacent structures or materials.
- .16 Ensure the finished surface is smooth and even throughout, free of irregularities and with the prescribed slope. Acceptable tolerance is +/- 6 mm under a 3000 mm straight edge.
- .17 Replace at no extra cost all cut stone marked as unacceptable.

2.2 Concrete Banding

- .1 Ensure all brick is flush, tight and level to all perimeter concrete banding after compacting stone. All adjoining brickwork that is below the level of the concrete banding shall be removed and raised at no extra cost.

2.3 Field Quality Control

- .1 Independent inspection and testing company may be appointed and paid for by Owner to carry out inspection and testing as directed by Consultant. Read Section 01 29 83 for detailed information.

2.4 Replacement of Defective Work

- .1 Replace broken or otherwise defective pavers.

2.5 Cleaning & Sealing

- .1 Wash down and leave all unit paved areas clean prior to sealing. Allow brickwork to dry prior to sealing operations. (Min. 30 days after application of pavers)
- .2 Clean surfaces of pavers to remove smears or other foreign materials. Use cleaning methods that will not damage appearance of pavers.
- .3 Apply a minimum 1 coat of CPD concrete and brick sealer to all brick areas and ensure entire surface is sealed. Touch-up all areas missed or that are thin. Guard against splashing or spraying of sealer on any other work. Make good or replace any materials mark or damaged by over spray.

End of Section

1 GENERAL

1.1 WORK INCLUDED:

- .1 Provide all specified topsoil as required for all sod, hydroseed and planting bed areas. Co-ordinate placement of all soils with general grades, elevations and instructions as outlined on the drawings and these documents and as per Rough Grading 31 22 13.
- .2 Contact Consultant to review and accept rough grade prior to proceeding with topsoil placement. Failure to do so may result in rejection of the finished topsoil placement. The Contractor will be required to correct to the rough grade and finished topsoil placement at no extra cost to the contract.

1.2 PAYMENT PROCEDURES

- .1 Not Used.

1.3 REFERENCES

- .1 Agriculture and Agri-Food Canada
 - .1 The Canadian System of Soil Classification, Third Edition, 1998.
- .2 Canadian Council of Ministers of the Environment
 - .1 PN1340-2005, Guidelines for Compost Quality.
- .3 Canadian Green Building Council (CaGBC)
 - .1 LEED Canada-NC Version 1.0-December 2004, LEED (Leadership in Energy and Environmental Design): Green Building Rating System For New Construction and Major Renovations.
- .4 U.S. Environmental Protection Agency (EPA)/Office of Water
 - .1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.4 DEFINITIONS

- .1 Compost:
 - .1 Mixture of soil and decomposing organic matter used as fertilizer, mulch, or soil conditioner.
 - .2 Compost is processed organic matter containing 40% or more organic matter as determined by Walkley-Black or Loss On Ignition (LOI) test.
 - .3 Product must be sufficiently decomposed (i.e. stable) so that any further decomposition does not adversely affect plant growth (C:N ratio below 50, and contain no toxic or growth inhibiting contaminants.
 - .4 Composed bio-solids to: CCME Guidelines for Compost Quality, Category A.

1.5 SUBMITTALS

- .1 Provide submittals in accordance with Section 11 33 00 – Submittal Procedures.

- .1 Quality control submittals :
 - .1 Soil testing: submit certified test reports showing compliance with specified performance characteristics and physical properties as described in PART 2 - SOURCE QUALITY CONTROL.
 - .2 Certificates: submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.

1.6 QUALITY ASSURANCE

- .1 Pre-installation meetings: conduct pre-installation meeting to verify project requirements, installation instructions and warranty requirements in accordance with Section 11 33 00 – Submittal Procedures.

1.7 WASTE MANAGEMENT AND DISPOSAL

- .1 Divert unused soil amendments from landfill to official hazardous material collections site approved by Consultant.
- .2 Do not dispose of unused soil amendments into sewer systems, into lakes, streams, onto ground or in locations where it will pose health or environmental hazard.

2 **PRODUCTS**

2.1 TOPSOIL

- .1 All raw topsoil required for the purposes of this project has been imported onto site. Contractor to notify consultant of source.
- .2 **STANDARD PLANTING TOPSOIL:** for Planting Beds, Tree Planting, Seeding and Sodding operations shall be a mixture of mineral particulates, micro organisms and organic matter which provides suitable medium for supporting intended plant growth as follows:
 - .1 Soil texture based on The Canadian System of Soil Classification, to consist of 45 % sand, 35 % silt, and 20 % organic matter by weight.
 - .2 PH value 6.5 to 8.0.
 - .3 Contain no toxic elements or growth inhibiting materials.
 - .4 Finished surface free from:
 - .1 Debris and stones over 50 mm diameter.
 - .2 Course vegetative material, 10 mm diameter and 100 mm length, occupying more than 2% of soil volume.
 - .5 Consistence: friable when moist.

2.2 SOIL AMENDMENTS

- .1 Fertilizer to be added as required to achieve the following minimum standards::
 - .1 Fertility: major soil nutrients present in following amounts:
 - .2 Nitrogen (N): 20 to 40 micrograms of available N per gram of topsoil.
 - .3 Phosphorus (P): 40 to 50 micrograms of phosphate per gram of topsoil.
 - .4 Potassium (K): 75 to 110 micrograms of potassium per gram of topsoil.

- .5 Calcium, magnesium, sulfur and micro-nutrients present in balanced ratios to support germination and/or establishment of intended vegetation.
- .6 PH value: 6.5 to 8.0.
- .7 Fertilizer containing phosphorus may only be applied subsurface.
- .8 Surface application of fertilizer may only be conducted using phosphorus-free fertilizers.
- .2 Peatmoss:
 - .1 Derived from partially decomposed species of Sphagnum Mosses.
 - .2 Elastic and homogeneous, brown in colour.
 - .3 Free of wood and deleterious material which could prohibit growth.
 - .4 Shredded particle minimum size: 5 mm.
- .3 Organic matter: compost Category A in accordance with CCME PN1340, unprocessed organic matter, such as rotted manure, hay, straw, bark residue or sawdust, meeting the organic matter, stability and contaminant requirements.
- .4 Limestone:
 - .1 Ground agricultural limestone containing minimum calcium carbonate equivalent of 85%.
 - .2 Gradation requirements: percentage passing by weight, 90% passing 1.0 mm sieve, 50% passing 0.125 mm sieve.
- .5 Bone Meal:
 - .1 Finely ground with a minimum analysis of 20% phosphoric acid.
- .6 Manure:
 - .1 Well rotted and aged a minimum of three years.
 - .2 May be sheep or steer manure.

2.3 SOURCE QUALITY CONTROL

- .1 Advise Consultant of sources of topsoil to be utilized with sufficient lead time for testing, a minimum of 7 days in advance of starting work.
- .2 Contractor is responsible for collecting soil sample and submitting soil sample for analysis as required. Contact Consultant to be present when samples are collected. Soil testing shall be paid for under Allowance.
- .3 Soil testing by recognized testing facility for standard SSC % make-up of soil (Sand-Silt-Clay), PH, N, P and K, organic matter and KSAT testing to determine hydraulic conductivity or percolation rate.
- .4 Testing of topsoil will be carried out by testing laboratory approved by Consultant.
 - .1 Soil sampling, testing and analysis to be in accordance with Provincial standards.

3 EXECUTION

3.1 TOPSOIL PREPARATION:

- .1 The contractor shall be responsible to ascertain the total quantity of required.

- .2 Soil testing shall be conducted to ensure soil meets standards listed herein.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to sediment and erosion control plan specific to site, that complies with EPA 832/R-92-005 or requirements of authorities having jurisdiction, whichever is more stringent.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- .4 Provide temporary erosion and sedimentation control measures for duration of work at no extra cost to the contract. It is the contractor responsibility to ascertain the probability of erosion and instigate all measures necessary to protect the work. Make good all repair to defective work at no extra cost to the contract.

3.3 PREPARATION OF EXISTING GRADE

- .1 Verify that grades are correct.
 - .1 If discrepancies occur, notify Consultant and do not commence work until instructed by Consultant.
- .2 Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
- .3 Remove debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials.
 - .1 Remove soil contaminated with calcium chloride, toxic materials and petroleum products.
 - .2 Remove debris which protrudes more than 50 mm above surface.
 - .3 Dispose of removed material off site.
- .4 Cultivate entire area which is to receive topsoil to minimum depth of 100 mm.
 - .1 Cross cultivate those areas where equipment used for hauling and spreading has compacted soil.

3.4 PLACING AND SPREADING OF TOPSOIL/PLANTING SOIL

- .1 Place topsoil after Consultant has accepted subgrade.
- .2 Spread topsoil in uniform layers not exceeding 150 mm over unfrozen subgrade free of standing water.
- .3 For sodded areas keep topsoil 15 mm below finished grade.
- .4 Spread topsoil to following minimum depths after settlement and 85% compaction.

Standard Topsoil:

- .1 100 mm for hydroseed seeded areas.
- .2 100 mm for sodded areas.
- .3 Minimum 450 mm for shrub beds or as indicated in planting details.
- .4 Manually spread topsoil/planting soil around trees, shrubs and obstacles.

3.5 FINISH GRADING

- .1 Grade to eliminate rough spots and low areas and ensure positive drainage.
 - .1 Prepare loose friable bed by means of cultivation and subsequent raking.
- .2 Consolidate topsoil to required bulk density using equipment approved by Consultant.
 - .1 Leave surfaces smooth, uniform and firm against deep foot printing.

3.6 ACCEPTANCE

- .1 It is the Contractor responsibility to contact the Consultant to schedule inspection and acceptance of topsoil, depth and finish grading. Schedule application of seed or sod within 5 to 7 days after acceptance of finished grade.
- .2 Topsoil areas that exhibit weed growth during inspection shall be rejected immediately and it is the contractors responsibility to removal all weed growth including weed roots prior to acceptance of topsoil.

3.7 SURPLUS MATERIAL

- .1 Dispose of excess materials off site at no extra cost to the contract.

3.8 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

END OF SECTION

PART 1 – GENERAL

1.1 General

- .1 Work included: Provide all materials and installation of standard manufactured catalogue items such as benches, bike racks, concrete pedestrian control bollards and lighted bollards.
- .2 Related Work Described Elsewhere:
 - .1 Section 32 91 19.13 – Topsoil Placement and Grading
 - .2 Section 31 22 13 – Rough Grading
 - .3 Section 32 14 00 – Precast Interlocking Paving

1.2 Product Data

- .1 Provide product data for:
 - .1 Seed.
 - .2 Mulch.
 - .3 Tackifier
 - .4 Fertilizer.
- .2 Submit in writing to Consultant within 7 days prior to commencing work:
 - .1 Volume capacity of hydraulic seeder in litres.
 - .2 Amount of material to be used per tank based on volume.
 - .3 Number of tankloads required per hectare to apply specified slurr mixture per hectare.

1.3 Scheduling

- .1 Schedule hydraulic seeding to coincide with preparation of soil surface FREE OF WEED GROWTH and so as not to interfere with work of other trades. Hydraulic seeding applied to finished soil condition with the presence of weed growth will be REJECTED IMMEDIATELY.
- .2 All attempts shall be made by the Contractor to schedule placement of hydraulic sufficiently early in the growing season to ensure adequate time for seeded areas to germinate properly and sufficiently so that compliance and acceptance of seed can be ascertained.
- .3 Schedule hydraulic seeding after frost has left the ground and before frost enters the ground.
- .4 Seeded areas not yet germinated sufficiently at the end of the growing season to ascertain their compliance for acceptance shall warrant a performance holdback of monies equal and proportionate to the areas in question. (m2) The amount of holdback shall include the current regional rate for hydraulic

seeding application for the seed type specified (per square meter). In conjunction, a quantification of all topsoil areas eroded as a directly result from lack of germination and sustainable root growth to stabilize finished grade shall be added to the performance holdback.

1.4 Job Conditions

- .1 Environmental Requirements: Install work of this Section under weather conditions and in suitable growth season for each specified material, and as approved

PART 2 – PRODUCTS

2.1 Materials

- .1 Seed: in accordance with Government of Canada Seeds Act and Regulations.

All seed mixture: "Certified", "Canada No. 1

1. "SPORTSTURF Non-Irrigated by: PICKSEED" in accordance with Government of Canada "Seeds Act" and "Seeds Regulations" and as per the Ontario Seed Company specifications and ratio mix.

<u>Permanent Seed Mix</u>	<u>Seed Mix</u>
Quantum Leap Kentuck bluegrass	25%
Mercury Kentucky bluegrass	25%
Jasper Creeping Red fescue	30%
Fiesta 3 Perennial ryegrass	20%

- .2 Regular Seed Rates: 1.5 kg/100m² or 150 kg/10,000 m².
- .3 Starter Fertilizer : 18-24-12 @ 4.5 kg/100m²
- .4 Nurse Crop : Not applicable.
- .2 Mulch: Hydraulic mulch Type III shall consist of finely ground cellulose pulp derived from recycled newsprint and shall be dyed green. Its fibre consistency shall be approximately 60% fine fibre with the balance being paper particles, 40% of which shall be a diameter of 3 mm minimum and 6 mm maximum.
- .1 Rate: 2000 kg/10,000 m² in 42,700 litres of water
- .1 Made from wood cellulose fibre.
- .2 Organic matter content: 95% plus or minus 0.5%.
- .3 Value of pH: 6.0.
- .4 Potential water absorption: 900%.
- .3 Water: free of impurities that would inhibit germination and growth. Supplied by contractor at designated source.

- .4 Fertilizer:
 - .1 To Canada "Fertilizers Act" and "Fertilizers Regulations".
 - .2 Complete synthetic or organic, slow release with 35% of nitrogen content in water-insoluble form
 - .3 Fertilizer 18-24-12.
 - .4 Fertilizer rate: 4.5 kg/100 m²
- .5 Tackifier:
 - .1 Tackifier adhesive shall be liquid polyvinyl acetate or sodium alginate power. The adhesive material shall be capable of dispersing rapidly in water to form a homogeneous slurry with other specified materials. It shall contain no growth or germination inhibiting factors and shall not undergo deterioration under the influence of sunlight. Tackifier materials shall be supplied in packages bearing the manufacturer's label indicating mass and product name.
 - .2 Tackifier Rate: The rate of application per 10,000 m² measured on the slope shall be:

Liquid polyvinyl acetate	230 kg
Alginate Power	100 kg
- .6 Topsoil: All topsoil used for the work described in this section is to be imported onto site. The topsoil shall be cleaned of all deleterious materials that may hinder growth and shall be augmented as needed to produce a friable, natural loam with an acidity range from 5.5 pH to 7.5 pH; containing organic matter of 4% for clay loams and a minimum of 2% for sandy loams; and free from subsoil, roots, grass, weeds, toxic materials, stones, clay lumps and other solid materials.

PART 3 – EXECUTION

3.1 Workmanship

- .1 Contact Consultant to review and approve finished grade prior to hydroseed application. Failure to do so may be cause for IMMEDIATE REJECTION OF WORK. Coordinate application of hydroseed with finished grading to ensure the area is devoid of weed growth. All area exhibiting weed growth must be corrected and all weed removed including roots prior to hydroseeding operations.
- .2 Schedule application of hydroseed to follow acceptance of finished grade within 48 hour hours.
- .2 Do not spray onto structures, signs, guide rails, fences, plant material, utilities and other than surfaces not intended.
- .2 Clean-up immediately, any material sprayed where not intended, to satisfaction of Consultant.
- .3 Do not perform work under adverse field conditions such as wind speeds over 10 km/h.
- .4 Protect seeded areas from trespass until plants are established.

3.2 Preparation of Surfaces

- .1 Fine grade areas to be seeded free of humps and hollows. Ensure areas are ***FINELY GRADED TO FINISHED ELEVATIONS*** and are free of all rocks, stone sticks, construction materials and other deleterious and refuse materials. Do not proceed with hydraulic seeding operation until sub-base has been accepted by the Consultant. Provide Consultant with sufficient advance notice to review sub-base prior to schedule seeding operations.
- .2 Ensure prepared surface is FREE OF WEEDS prior to application of hydraulic seeding. Schedule hydraulic seeding operation to coincide with finished grading to ensure no weeds are present prior to application. Areas seeded that exhibit the presence of weed growth shall be REJECTED IMMEDIATELY. The rejected areas will require weed eradication, regrading and new hydroseed application at **no extra cost** to the Owner.
- .3 Ensure areas are free of deleterious and refuse materials. Remove and dispose of weeds, debris, stones 50 mm in diameter and larger, soil contaminated by oil, gasoline and other deleterious materials, off site.
- .4 Cultivate fine grade approved by Consultant to depth of 25mm immediately prior to hydraulic seeding
- .5 Ensure areas to be seeded are moist to depth of 150mm before seeding.
- .6 Outline general limits of all specified seeding type and tag in field with wood battens. Contact Consultant to review limits and proposed seed types prior to proceeding with operations
- .7 Obtain Consultant's approval of grade and topsoil depth before starting to seed.

3.3 Preparation of Slurry

- .1 Measure quantities of materials by weight or weight-calibrated volume measurement satisfactory to Consultant. Supply equipment required for this work.
- .2 Charge required water into seeder. Add material into hydraulic seeder under agitation. Pulverize mulch and charge slowly into seeder.
- .3 After all other material is in the seeder and well mixed, charge tackifier into seeder and mix thoroughly to complete slurry.

3.4 Slurry Application

- .1 Hydraulic seeding equipment:
 - .1 Slurry tank: minimum 1000 litres.

.2 Agitation system for slurry to be capable of operating during charging of tank and during seeding, consisting of recirculation of slurry and /or mechanical agitation method.

.3 Capable of seeding by 50 m hand operated hoses and appropriate nozzles.

.4 Tank volume to be certified by certifying authority and identified by authorities "Volume Certification Plate".

.2 Slurry mixture applied per hectare (10,000m²)

:

.1 Seed:

.1 **Sportsturf** , -150 kg/10,000 m². Ha (10kg /100m²)

.2 Mulch: Type I – 0.05m³ compressed/ 100m² 2000 kg.

.3 Tackifier: as recommended by manufacturer.

.4 Water: as required to fill tank.

.5 Fertilizer: ratio 18-24-12 @ 4.5 kg/100m².

.3 Apply slurry uniformly, at optimum angle of application for adherence to surfaces and germination of seed.

.1 Using correct nozzle for application.

.2 Using hoses for surfaces difficult to reach and to control application.

.4 Blend application 300 mm into adjacent grass areas or sodded areas previous applications to form uniform surfaces.

.5 Re-apply where application is not uniform and make good all damage to areas cause by re-application processes.

.6 Remove slurry from items and areas not designated to be sprayed.

.7 Protect seeded areas from trespass satisfactory to Consultant.

.8 Remove protection devices once seed has established and lawn area has been accepted or as directed by Consultant.

3.5 Maintenance During Establishment Period

.1 Perform following operations from time of seed application until acceptance by Consultant :

.1 Grass Mixture:

.1 Repair and reseed dead or bare spots to allow establishment of seed prior to acceptance.

.2 Mow grass to 50 mm whenever it reaches height of 75 mm. Remove clippings which will smother grass.

.2 Fertilize seeded areas after 10 weeks after germination provided plants have matured with 2:0:1 ratio fertilizer. Spread evenly at a rate of 0.5 kg of Nitrogen/ 100m². Spread half of

required amount of fertilizer in one direction and remainder at right angles and water in well.

.3 It is the contractor responsibility to water seeded area to maintain optimum soil moisture level for germination and prior to Substantial Performance to continue positive growth of grass. If seeding occurred during hot summer months, as a minimum, the contractor shall be responsible to water hydroseeded areas on a weekly basis until August 25th of that summer unless lawn has already been accepted. Control watering to prevent washouts.

3.6 Acceptance

- .1 Seeded areas will be accepted by Consultant within 60 days of application or at Certificate of Substantial Performance, whichever is longer provided that:
 - .1 Grasses are uniformly established with less than 20% weed growth.
 - .2 Areas have been mown, in areas required to be mown, at least twice and within 24 hours prior to acceptance
 - .3 Seeded areas are free of rutted, eroded, bare or dead spots.
 - .4 Areas seeded in fall will achieve final acceptance in following spring, one month after start of growing season provided acceptance conditions are fulfilled. The applicable holdback of monies shall be applied to seeded areas not yet established as outlined in Scheduling – Article 1.3.4

3.5 Maintenance During Warranty Period

- .1 The contractor shall supply a one year warrantee on all areas designated to be hydroseeded.
- .2 Perform following operations from time of acceptance until end of 1 year warranty period.
 - .1 Control watering to prevent washouts.
 - .2 Water seeded areas to maintain optimum soil moisture level to a depth of 100 mm continued growth. Control watering to prevent washouts.
 - .3 Repair and reseed dead or bare spots to satisfaction of Consultant. Owner, Contractor and Consultant shall review seeded areas the following growing season to ascertain any damages cause to seeded areas by regular children's play that do not constitute warrantee work.
 - .4 Remove weed growth as it appears using mechanical or acceptable natural means.
 - .5 Mow only those seeded areas that are designated to be mown, where it is required to be mown, and remove clippings that will smother grass to height as follows:
 - .1 50 mm during normal growing conditions.
 - .2 65 mm at end of growing season and during periods of

high temperature and low precipitation.

- .3 Cut grass to 50 mm when it reaches a height of 75 mm.
- .4 Eliminate weeds by mechanical or manual means. Hand seed bare spot caused by weed removal and to encourage healthy grass growth.

End of Section