



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

Monday, March 9, 2020

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	10 - 42
Mover Councillor M. Shoemaker Seconder Councillor P. Christian Resolved that the Minutes of the Special Council Meeting of 2020 03 02, Regular Council Meeting of 2020 02 24 and Regular Council Meeting of 2018 02 20 (amended) be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor D. Hilsinger Seconder Councillor S. Hollingsworth Resolved that the Agenda for 2020 03 09 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Algoma Public Health – COVID 19	43 - 58
Dr. Jennifer Loo, Associate Medical Officer of Health/Director of Health Protection	
5.2 International Day for the Elimination of Racial Discrimination	

Sean Halliday, Researcher, Local Immigration Partnership

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

Mover Councillor D. Hilsinger

Seconded Councillor P. Christian

Resolved that all the items listed under date 2020 03 09 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 2019 Investment Report

59 - 68

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

Mover Councillor M. Shoemaker

Seconded Councillor S. Hollingsworth

Resolved that the report of the Chief Financial Officer and City Treasurer dated 2020 03 09 concerning 2019 Investment Report be received as information.

6.2 Best for Kids Transit Pilot Project

69 - 72

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

Mover Councillor D. Hilsinger

Seconded Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2020 03 09 concerning Best for Kids Transit Pilot Project be accepted and that a pilot project to provide free Transit for a responsible adult to accompany children to access the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park between June 27, 2020 and September 6, 2020 be approved and results reported back to Council.

6.3 Indoor Mausoleum Feasibility

73 - 76

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

Mover Councillor M. Shoemaker

Seconded Councillor P. Christian

Resolved that the report of the Director of Community Services dated 2020 03 09 concerning Indoor Mausoleum Feasibility be received and that inquiries regarding an indoor mausoleum be tracked and reported to Council in approximately one year.

6.4 New Horizons Seniors Program Grant Agreement

77 - 78

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

The relevant By-law 2020-75 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.5 Immigration, Refugees and Citizenship Canada Grant Agreement 79 - 80

A report of the Coordinator, Local Immigration Partnership is attached for the consideration of Council.

The relevant By-law 2020-65 is listed under item 11 of the Agenda and will be read with all other by-laws under that item.

6.6 Regulation of Road Cuts By-Law 81 - 82

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

The relevant By-laws 2020-70, 2020-71 and 2020-72 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7 Farwell Terrace Aqueduct Repairs – Consultant Selection 83 - 84

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 03 09 concerning Farwell Terrace Aqueduct Repairs consultant selection be received and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement will be brought to Council for approval at a future meeting.

6.8 Supervisory Control and Data Acquisition Upgrades 85 - 88

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

The relevant By-law 2020-66 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

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 DCIP – Financial Incentive Grant Applications – March 2020

89 - 96

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2020 03 09 concerning Downtown Community Improvement Plan Financial Incentive applications be received and the following grant applications be approved: 624 Bay Street, Palladium Investments Inc. (\$40,000); 110 Pim Street, ONE TEN PIM Inc. (tax increment equivalent grant).

7.8 Boards and Committees

7.8.1 Ronald A. Irwin Commemoration

97 - 102

A report of Mayor Provenzano is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor M. Shoemaker

Resolved that the report of Mayor C. Provenzano dated 2020 03 09 regarding commemoration of Ronald A. Irwin be received and that the Civic Centre at 99 Foster Drive be renamed the Ronald A. Irwin Civic Centre.

7.8.2 Tourism Board

The Boards and Committees Nominating Committee met on 2020 02 27 to consider applications to the newly created Tourism Board. Applications have been made available to Council under separate cover.

The recommended nominations are listed below.

9 citizens (5 accommodation; 4 tourism)

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that Beverley Barber, Joseph Bisceglia, Nicholas Brash, Rod Duhaime, Lawrence Foster, Tricia Lesnick, Donatello Marini, Elia Marini, and Richard Walker be appointed to the Tourism Board from March 9, 2020 to December 31, 2022.

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

8.1 Conservation Authorities

Mover Councillor M. Bruni

Seconder Councillor R. Niro

Whereas the City of Sault Ste. Marie has been well served by the Sault Ste. Marie Region Conservation Authority; and

Whereas Sault Ste. Marie values the efforts of the Conservation Authority to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality and conserve our natural environment; and

Whereas the Province of Ontario is currently reviewing the mandate and operations of Conservation Authorities; and

Whereas Conservation Authorities provide essential services to municipalities in their watersheds;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie encourages the Province to continue to support the principle of planning on a watershed basis in the ongoing review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities while preventing any downloading of costs to municipalities;

Further that the Province of Ontario be requested to maintain and not diminish the core mandate of Conservation Authorities; and

That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

8.2 Electric Vehicles for City Fleet

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Whereas on 2020 02 24, the City of Sault Ste. Marie was presented a greenhouse gas emissions inventory showing that 56% of the Corporation of the City of Sault Ste. Marie's greenhouse gas emissions come from fleet and equipment emissions; and

Whereas the City spends \$2.6M per year in both gasoline and diesel fuel for various fleet equipment;

Now Therefore Be It Resolved that staff be requested to investigate anticipated cost increases in terms of upfront costs for purchasing electric vehicles (where possible) on a go-forward basis when the City's fleet requires a new vehicle; and determine how much of the City's fuel-powered fleet and equipment could be converted to electric-powered fleet and equipment;

Further that said report consider how much the Corporation's greenhouse gas emissions would be reduced as a result of the gradual conversion from fuel-powered fleet and equipment to electric powered fleet and equipment.

8.3 Tree Planting

Mover Councillor M. Shoemaker

Secondar Councillor M. Scott

Whereas at the 2020 02 24 City Council meeting, Council received reports on a revised Community Development Fund as well as on the Community's Greenhouse Gas Inventory; and

Whereas part of the Community Development Fund consists of monies previously allocated to the Green Committee and the framework for the Community Development Fund still seeks submissions for environmental initiatives; and

Whereas City Council has endorsed the need to reduce greenhouse gases in the community as a strategy to fight climate change; and

Whereas planting trees is widely considered a simple and effective way of reducing the effects of greenhouse gases:

Now Therefore Be it Resolved that for the remainder of this term of City Council, any amount of the \$50,000 allocated in the Community Development Fund to environmental initiatives not used in a given budget year go toward the purchase of trees in the subsequent year, which trees should be planted in City parks or on City property by Public Works employees.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor D. Hilsinger

Secondar Councillor S. Hollingsworth

Resolved that all By-laws under item 11 of the Agenda under date 2020 03 09 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 2020-65 (Agreement) Immigration, Refugees and Citizenship Canada Grant

103 - 118

A report from the Coordinator, Local Immigration Partnership is on the Agenda.

Mover Councillor D. Hilsinger

Secondar Councillor P. Christian

Resolved that By-law 2020-65 being a by-law to authorize the execution of the Local Immigration Partnership Agreement between the City and her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and

Citizenship Canada (IRCC) for the period of April 1, 2020 to March 31, 2025 be passed in open Council this 9th day of March, 2020.

11.1.2 By-law 2020-66 Summa Engineering SCADA Upgrades 119 - 152

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-66 being a by-law to authorize the execution of the Agreement between the City and Summa Engineering Limited for engineering services for computer hardware and SCADA upgrades be passed in open Council this 9th day of March, 2020.

11.1.3 By-law 2020-67 (Agreement) AECOM Fee Addendum SCADA 153 - 154

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-67 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for fee addendum for the SCADA system upgrades be passed in open Council this 9th day of March, 2020.

11.1.4 By-law 2020-68 (Agreement) STEM Engineering Group Connor Road culvert 155 - 175

Council report was passed by Council resolution on February 24, 2020.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-68 being a by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for the Connor Road culvert rehabilitation be passed in open Council this 9th day of March, 2020.

11.1.5 By-law 2020-69 (Agreement) CIMA Canada Inc. Traffic Engineering 176 - 219

Council report was passed by Council resolution on February 24, 2020.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-69 being a by-law to authorize the execution of the Agreement between the City and CIMA Canada Inc. to provide professional traffic engineering services be passed in open Council this 9th day of March, 2020.

11.1.6 By-law 2020-70 (Road Cuts) 220 - 245

A report from the Manager of Design and Transportation Engineering is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-70 being a by-law to regulate Municipal Consent, Road Occupancy, Road Closure and Road Cuts within the City of Sault Ste. Marie be passed in open Council this 9th day of March, 2020.

11.1.7 By-law 2020-71 (User Fees) Amend User Fees By-law 2019-222 246 - 247

A report from the Manager of Design and Engineering is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-71 being a by-law to Amend User Fees By-law 2019-222 be passed in open Council this 9th day of March, 2020.

11.1.8 By-law 2020-72 (Delegation) Temporary Street Closures (Road Cuts) 248 - 248

A report from the Manager of Design and Transportation is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-72 being a by-law to delegate the authority for the temporary closure of all lanes of a particular Highway to vehicular traffic and to authorize the temporary occupancy of a Highway within the City or any part thereof for work or an activity other than a purpose for which the Highway was intended to the Director of Public Works, or his/her designate, pursuant to section 23.1 of the *Municipal Act, 2001* as amended be passed in open Council this 9th day of March, 2020.

11.1.9 By-law 2020-73 (Agreement) TULLOCH Engineering Waterfront Boardwalk 249 - 291

Council report was passed by Council resolution on February 24, 2020.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-73 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. to provide engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk be passed in open Council this 9th day of March, 2020.

11.1.10 By-law 2020-75 (Agreement) New Horizons Seniors Funding 292 - 300

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian

Resolved that By-law 2020-75 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Canada, as

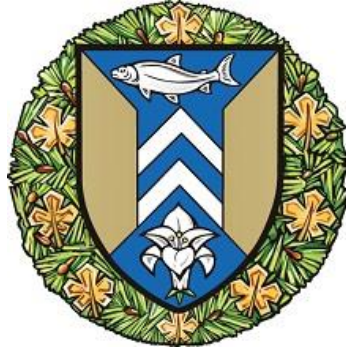
represented by The Minister of Employment and Social Development for funding in the amount of Sixteen Thousand Nine Hundred Sixty Nine (\$16,969.00) Dollars to support seniors activity programming be passed in open Council this 9th day of March, 2020.

- 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**
- 14. Adjournment**

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian

Resolved that this Council now adjourn.



The Corporation of the City of Sault Ste. Marie

Special Meeting of City Council

Minutes

Monday, March 2, 2020

4:30 pm

Russ Ramsay Board Room

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, S. Schell, P. Johnson, K. Fields, P. Niro, D. McConnell, S. Hamilton Beach, D. Elliott, M. Borowicz-Sibenik, B. Lamming, T. Vecchio, M. Zuppa, T. Anderson

1. Approve Agenda as Presented

Moved By Councillor D. Hilsinger

Seconded By Councillor P. Christian

That the Agenda for the March 2, 2020 Special City Council Meeting as presented be approved.

Carried

2. Declaration of Pecuniary Interest

3. Strategic Plan Update

Moved By Councillor M. Shoemaker
Seconded By Councillor P. Christian

Resolved that City Council now proceed into Committee of the Whole to consider the following matter referred to it for consideration – Strategic Plan Update.

Carried

Moved By Councillor D. Hilsinger
Seconded By Councillor S. Hollingsworth

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – Strategic Plan Update.

Carried

4. Adjournment

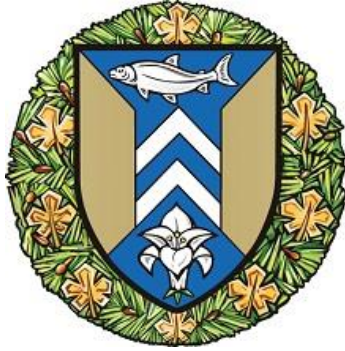
Moved By Councillor M. Shoemaker
Seconded By Councillor P. Christian

That this Council shall now adjourn.

Carried

Mayor

City Clerk



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, February 24, 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 M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor D. Hilsinger

Officials: M. White, R. Tyczinski, K. Fields, S. Schell, P. Johnson, S. Hamilton Beach, D. Elliott, D. McConnell, C. Rumiel, F. Coccimiglio, M. Borowicz-Sibenik, B. Lamming, T. Vecchio, D. Hollingsworth, T. Anderson, E. Cormier

1. Adoption of Minutes

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the Minutes of the Regular Council Meeting of 2020 02 03 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 – LPAT Appeal 22 MacDonald Avenue (Ruscio/Martella)

Developer is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2020 02 24 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Huron Central Railway

Joe Fratesi and Steve Butland, Co-Chairs, Huron Central Railway Stakeholders' Task Force and Christian Richard, Chief Commercial Officer, Genesee and Wyoming Canada were in attendance.

Moved by: Councillor R. Niro

Seconded by: Councillor S. Hollingsworth

Whereas on September 10, 2018 Sault Ste. Marie City Council received an update from the Huron Central Railway task force and confirmed its strong support for Huron Central Railway's efforts to secure the funding necessary to enable the railway between Sault Ste. Marie and the CPR connection in Sudbury to continue to provide a short-line freight service for regional communities and industries;

Now Therefore Be It Resolved that Sault Ste. Marie City Council reconfirms its support for this significant project.

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

5.2 Mental Health and Addictions Institute

Asima Vezina, President and Vice-Chancellor, Algoma University; Wendy Hansson, President and Chief Executive Officer, Sault Area Hospital; Janice Willett, Associate Dean, Northern Ontario School of Medicine; Ron Common, President, Sault College of Applied Arts and Technology; and Diane Roach, Co-Chair, Shingwauk Kinoomaage Gamig were in attendance.

Moved by: Councillor R. Niro

Seconded by: Councillor L. Vezeau-Allen

Resolved that Council express its support for the proposed Ontario Mental Health and Addictions Research and Training Institute, a partnership including Algoma University, the Northern Ontario School of Medicine, Sault Area Hospital, Sault College and Shingwauk Kinoomaage Gamig; and

Further that this support be communicated to the relevant Provincial cabinet ministers for their consideration.

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

5.3 Greenhouse Gas Inventory

E. Cormier, Climate Change Coordinator, Future SSM was in attendance regarding Agenda Item 7.3.1

5.4 Application A-1-20-Z – 25 Donna Drive

Carlo Spadafora, counsel for the Applicant, was in attendance regarding Agenda item 7.7.1

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2020 02 24 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 RFQ – Sault Ste. Marie Innovation Centre – GIS Contract Extension

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

The relevant By-law 2020-60 is listed under item 11 of the Minutes.

6.2 Community Development Fund

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 02 24 concerning the creation of a Community Development Fund be received.

Further that Council direct staff to engage relevant stakeholders to finalize the criteria for the various components of the Community Development Fund and return to Council for final approval.

Carried

6.3 EDC Transfer of Small Business Enterprise Centre Agreements

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

The relevant By-laws 2020-63 and 2020-64 are listed under item 11 of the Minutes.

6.4 Concert / Entertainment Advisory Group

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Director of Community Services dated 2020 02 24 concerning Concert/Entertainment Advisory Group be received and that the attached Terms of Reference be adopted.

Carried

6.5 Canadian Dermatology Association Shade Structure Grant

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2020 02 24 be received and that staff be authorized to submit an application to the Canadian Dermatology Association Shade Structure Grant Program for the purchase and installation of a picnic shelter at Point Des Chenes Day Park and Beach.

Carried

6.6 Request for Financial Assistance for National/International Sports Competitions

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2020 02 24 concerning the request for financial assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council support the financial assistance grant for Holly Lasante's participation at the World Classic and Equipped Masters Powerlifting Championships to be held April 26 – May 3, 2020 in Sun City, South Africa in the amount of \$200.00 be approved.

Carried

6.7 Ontario Municipal Commuter Cycling Program – 2020

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Senior Planner dated 2020 02 24 concerning the Ontario Municipal Commuter Cycling Program – 2020 be received and that Council authorize staff to proceed with the necessary work required to implement the priority cycling routes, the Northern Community Centre multi-use-path, and the James Street/Machine Shop spoke.

Carried

6.8 Black Road Posted Speed Limit Reduction

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Black Road Posted Speed Limit Reduction be received.

Carried

A by-law amending the Traffic By-law will be brought to a future Council meeting.

6.9 Bay Street Improvements – Engineering Fees

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 be received and that Council authorize the engineering fee limit in Kresin Engineering's agreement for the Bay Street Improvements be further increased by \$250,000 to the limit of \$793,500; further that \$250,000 be redirected from the resurfacing allocation of the approved 2020 Miscellaneous Construction budget.

Carried

6.10 Central Creek Aqueduct Project Budget Increase

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Central Creek Aqueduct Project Budget Increase be received and that the engineering fee limit for the Central and East Davignon Creek Aqueduct Repairs be increased to \$139,130 with \$13,727 accommodated within the original budget and the remainder of \$13,403 redirected from the resurfacing allocation of the approved 2020 Miscellaneous Construction budget.

Carried

6.11 Connor Road Culvert Engineering Services

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated 2020 02 24 concerning Connor Road culvert repairs be received and that STEM Engineering be retained.

Carried

An individual engineering agreement will be brought to Council for approval at a later date.

6.12 Waterfront Walkway Remediation – Consultant Selection

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Waterfront Walkway Remediation consultant selection be received and that Council authorize entering into an agreement for engineering services with Tulloch Engineering.

Carried

An individual engineering agreement will be brought to Council for approval at a later date.

6.13 Professional Traffic Engineering Advisory Services

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 02 24 concerning Professional Traffic Engineering Advisory Services consultant selection be received, and that Council authorize entering into an agreement for engineering services with IMA+ for 2020 with an engineering fee limit of \$30,000.

Carried

An individual engineering agreement will be brought to Council for approval at a later date.

6.14 Land Transfers regarding 440 River Road (1890628 Ontario Inc.)

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

The relevant By-laws 2020-57 and 2020-58 are listed under item 11 of the Minutes.

6.15 LPAT Appeal – 22 MacDonald Avenue (Ruscio/Martella)

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

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

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the report of the Assistant City Solicitor dated 2020 02 24 concerning Local Planning Appeals Tribunal appeal (22 MacDonald Avenue) be received and that despite the appeals Council indicates its wish to proceed with Zoning By-law 2020-31 and By-law 2020-30 being a by-law to adopt Amendment No. 226 to the Sault Ste. Marie Official Plan.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.2.1 Annual Report of Integrity Commissioner

The report of the Integrity Commissioner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor R. Niro

Resolved that the Annual Report of the Integrity Commissioner for the period January 1, 2019 to January 31, 2020 be received as information.

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

Carried

7.3 Community Development and Enterprise Services

7.3.1 Community Greenhouse Gas Emissions Inventory

The report of the Climate Change Coordinator was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that the report of the Climate Change Coordinator dated 2020 02 24 concerning Greenhouse Gas (GHG) Inventory Report be received as information.

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

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-1-20-Z – 25 Donna Drive (1890714 Ontario Inc. c/o Steve Ficociello)

The report of the Senior Planner was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that the Report of the Senior Planner dated 2020 02 24 concerning Rezoning Application A-1-20-Z be received and that Council rezone the subject property from Single Detached Residential Zone (R2) and Parks and Recreation Zone (PR) to Low Density Residential Zone (R3.S) with a special exception to reduce the rear yard (Second Line) setback requirement from 10m to 7.5m;

Further that Council deems the property 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.

Postponed

7.8 Boards and Committees

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

8.1 Snowmobile Road Use

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor P. Christian

Whereas snowmobiling is a popular winter activity that injects an estimated \$23.6 million into Northern Ontario through snowmobile tourism each year (accommodation, restaurants, retail, service, fuel and so forth); and

Whereas there are thousands of kilometres of groomed trails regulated by the Ontario Federation of Snowmobile Club (OFSC) surrounding our community; and

Whereas if Sault Ste. Marie adopts snowmobile-friendly accessible roads, winter tourism may increase and the City could be a starting point for those interested in riding the trails; and

Whereas Sault Ste. Marie is consistently trying to find additional winter attractions and activities to draw both Canadian and American tourists to the community; and

Whereas snowmobiling is a popular winter activity that can result in the community becoming a destination for families and outdoor enthusiasts; and

Whereas the City of Timmins has recognized the positive tourism value of snowmobilers and approved a trial period of snowmobile road use for the remainder of the 2020 snowmobile season with restrictions to ensure safety for both residents and riders;

Now Therefore Be It Resolved that appropriate City staff, in consultation with the Sault Trailblazers Snowmobile Club, be requested to research the process Timmins has adopted allowing snowmobiles to use municipal roads and report back regarding the use of roads in Sault Ste. Marie for a limited period, allowing riders to access restaurants, services, and accommodation from all points of the City with the goal of increasing winter tourism.

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				

8.2 Levy Board Budgets

Moved by: Councillor M. Shoemaker

Seconded by: Councillor C. Gardi

Whereas as a result of 2020 budget deliberations, the tax increase for residents was 3.31%; and

Whereas of the 3.31% total tax increase, 1.47% was a result of increases to municipal services and 1.84% was a result of increases to shared municipal and provincial services (levy and local boards); and

Whereas a significant portion of the 1.84% increase (levy and local boards) is a result of provincial budget cuts and downloading or unilateral provincial changes to funding formulas;

Now Therefore Be It Resolved that in future budget years, when provincial decisions would result in an increase to municipal taxes, that outside levy and local boards be requested to bring forward two scenarios, one, their recommended budget, and two, what spending cuts would be necessary in order to accommodate the provincial decisions.

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

Results

10

0

1

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2020 02 24 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 2020-57 (Property Acquisition) Part 440 River Road

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-57 being a by-law to authorize the acquisition of a portion of property located at civic 440 River Road being Part 14, 1R7949 (1890628 Ontario Inc./Ronald Boyer) be passed in open Council this 24th day of February, 2020.

Carried

11.1.2 By-law 2020-58 (Property) Declare Surplus Property Abutting 440 River Road

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-58 being a by-law to declare the City owned property legally described as PT PIN 31486-0141 (LT) PT LT 69 RCP H714 RANKIN LOCATION; BEING PART 18 1R7949 AS IN T416356; SAULT STE. MARIE being property abutting 440 River Road as surplus to the City's needs and to authorize the disposition of the said property to 1890628 Ontario Inc. (Ronald Boyer) or as otherwise directed be passed in open Council this 24th day of February, 2020.

Carried

11.1.3 By-law 2020-59 (Agreement) Local No. 67 Canadian Union of Public Employees – Civic Centre

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-59 being a by-law to authorize the execution of the Agreement between the City and Local No. 67 Canadian Union of Public Employees - Civic Centre for the term commencing February 1, 2019 to January 31, 2023 be passed in open Council this 24th day of February, 2020.

Carried

11.1.4 By-law 2020-60 (Agreement) SSM Innovation Centre GIS Services

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-60 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Innovation Centre for the provision of GIS Services for a one-year period commencing January 1, 2020 be passed in open Council this 24th day of February, 2020.

Carried

11.1.5 By-law 2020-61 (Agreement) WSP Canada Inc.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-61 being a by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. for the Anna Street EA be passed in open Council this 24th day of February, 2020.

Carried

11.1.6 By-law 2020-62 (Agreement) Kresin Engineering Corporation (Northern Avenue)

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-62 being a by-law to authorize the execution of the Agreement between the City and Kresin Engineering Corporation for engineering services for the Northern Avenue corridor improvements be passed in open Council this 24th day of February, 2020.

Carried

11.1.7 By-law 2020-63 (Agreement) EDC Consent and Amending Agreement

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-63 being a by-law to authorize the execution of the Consent and Amending Agreement between the City and Sault Ste. Marie Economic Development Corporation and Her

Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade to transfer program delivery and funding from Sault Ste. Marie Economic Development Corporation to the City be passed in open Council this 24th day of February, 2020.

Carried

11.1.8 By-law 2020-64 (Agreement) SSMEDC Assignment, Assumption and Amendment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor R. Niro

Resolved that By-law 2020-64 being a by-law to authorize the execution of the Assignment, Assumption and Amendment Agreement between the City and Sault Ste. Marie Economic Development Corporation and Her Majesty the Queen in Right of Ontario as represented by the Minister of Energy, Northern Development and Mines to transfer program delivery and funding from Sault Ste. Marie Economic Development Corporation to the City be passed in open Council this 24th day of February, 2020.

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 L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss one matter concerning a potential acquisition of land; and one matter concerning a potential 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 matter without the need for a further authorizing resolution.

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

Carried

14. Adjournment

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



REGULAR MEETING OF CITY COUNCIL MINUTES

Tuesday, February 20, 2018
4:30 pm
Council Chambers
Civic Centre

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor O. Grandinetti

Absent: Councillor S. Hollingsworth, Councillor L. Turco

Officials: A. Horsman, M. White, L. Girardi, T. Vair, N. Kenny, S. Schell, P. Johnson, D. McConnell, S. Hamilton Beach, D. Elliott, V. McLeod, M. Blanchard, T. Vecchio, F. Coccimiglio

1. Adoption of Minutes

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of 2018 02 05 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 – EDC and SSMIC MOU Update

EDC is a client of law firm.

eSCRIBE Minutes

3.2 Councillor M. Shoemaker – By-law 2018-33 (Agreement) The Sault Ste. Marie Economic Development Corporation Funding

EDC is a client of law firm.

3.3 Mayor C. Provenzano – Animal Care and Control By-law

One of the parties is a former client.

3.4 Mayor C. Provenzano – By-law 2018-19 (Regulations) Animal Care and Control

One of the parties is a former client.

3.5 Councillor M. Shoemaker – AG169- Fox Run Developments – Foxborough Trail

One of the parties is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Agenda for 2018 02 20 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Heritage Week

Gord Smedley, recipient, 2017 Heritage Award was in attendance.

5.2 Estonian Independence Day

Ago Lehela, Chair, Estonian Association of Sault Ste. Marie was in attendance.

5.3 Easter Seals Month

Angie DiGasparro and Isobel Farstadt, Easter Seals Ambassador, were in attendance.

5.4 Sault Area Hospital

Ron Gagnon, President and CEO was in attendance.

5.5 Animal Control By-law

Julie Woodyer, Campaigns Director, Zoocheck; Paul Raymond Goulet, CEO, President and Chief Explainer, Little Ray's Reptile Zoo; Jonathan Poitras, Counsel for Spruce Haven Nature Park; Ken Marshall, Spruce Haven Nature Park and Howard Smith, Aspen Valley Wildlife Sanctuary were in attendance.

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that all the items listed under date 2018 02 20 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except Agenda items 6.4 and 6.10.

Carried

6.1 Tender for Microsoft Enterprise Licensing Agreement

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2018 02 20 be received and that the tender submitted by Compugen Inc. for three years of Microsoft Enterprise Licensing to be invoiced yearly in the amount of \$166,081.95 plus HST, subject to adjustment for the number of licenses required, for a total tendered amount of \$498,245.85 plus HST, be approved.

Carried

6.2 Property Tax Appeals

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2018 02 20 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved.

Carried

6.3 2018 Community Heritage Ontario Conference

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy City Clerk dated 2018 02 20 concerning 2018 Community Heritage Ontario Conference be received and that the recommendation of the Conference and Major Special Events Committee to provide funding of \$5,000 be approved.

Carried

6.5 Ontario Municipal Commuter Cycling Program Funding

The report of the Director of Planning and Enterprise Services was received by Council.

The relevant By-law 2018-36 is listed under item 11 of the Minutes.

6.6 Request to Rename Foster Drive

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 20 be received and that the recommendation not to rename Foster Drive be approved.

Carried

6.7 Environmental Assessment Reform

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario (RCCAO) have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act); and

Whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence; and

Whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions; and

Whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500; and

Whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process; and

Whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken; and

Whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Resolved that The Corporation of the City of Sault Ste. Marie requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs; and

Further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*; and

Further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

Carried

6.8 Northern Avenue

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2018 02 20 be received and that the recommendation to raise the engineering fee limit for the Northern Avenue EA by \$45,000 to \$135,000, with funds to come from a \$45,000 reduction to the 2018 miscellaneous construction resurfacing budget be approved.

Carried

6.9 Waste-Free Ontario Act Update

The report of the Area Coordinator – Environmental Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Area Coordinator – Environmental Services dated 2018 02 20 concerning the Waste-Free Ontario Act Update be received as information.

Carried

6.11 Holiday Season – Curbside Bag Limits

The report of the Manager – Waste Management was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Manager – Waste Management dated 2018 02 20 concerning the holiday season curbside bag limit be received and that the recommendation of doubling the maximum curbside set out limit as determined in By-Law 2004-68 or successor By-Laws for all future holiday seasons be approved.

Carried

6.12 Removal of Driveway Windrows

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy CAO, Public Works and Engineering Services dated 2018 02 20 concerning the removal of driveway windrows be received and that recommendation to continue with the existing practice of driveway clearing as determined by Public Works supervisory staff though consideration of the guideline described in the report be approved.

Carried

6.13 Sale of 22 MacDonald Avenue

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

The relevant By-law 2018-32 is listed under item 11 of the Minutes.

6.14 Sault Ste. Marie Model Aircraft Radio Control Club – Licence to Occupy City Property Agreement

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

The relevant By-law 2018-31 is listed under item 11 of the Minutes.

6.15 Superior Seven Advertising Limited – Insurance Provision

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

The relevant By-law 2018-34 is listed under item 11 of the Minutes.

6.16 AG169- Fox Run Developments – Foxborough Trail

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

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

The relevant By-law 2018-40 is listed under item 11 of the Minutes.

6.4 EDC and SSMIC MOU Update

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

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

The relevant By-laws 2018-33 and 2018-37 are listed under item 11 of the Minutes.

6.10 Curbside Waste

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Public Works dated 2018 02 20 be received and that Council direct staff to report to Council at a later date to seek approval of the framework for the upcoming Request for Proposal dealing with the provision of waste collection service for the City based on a split (hybrid) approach (Contractor and City areas balanced).

Officially Read and Not Dealt With

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Resolved that the report of the Director of Public Works dated 2018 02 20 be received and that Council direct staff to report to Council at a later date to seek approval of the framework for the upcoming Request for Proposal dealing with the provision of waste collection service for the City based on both a split (hybrid) approach (Contractor and City areas balanced) and the alternate Contractor only approach.

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

7.6.1 Animal Care and Control By-law

Mayor C. Provenzano declared a conflict on this item. (One of the parties is a former client.)

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

Moved by: Councillor S. Butland

Seconded by: Councillor S. Myers

Whereas City Council has been presented with a report and recommendation around consolidation and revision of the City's animal-related by-laws; and

Whereas without a statement of exemption or grandfathering being included in the proposed new bylaw, the current operation of Spruce Haven Nature Park would be in contravention of the by-law; and

Whereas the owners of Spruce Haven Nature Park have committed to winding down their operation and not accepting any new animals and do request that City Council allow the natural demise of the aging animals currently at the park; and

Whereas for over 30 years the owners of Spruce Haven Nature Park have accepted and cared for sick and injured animals brought to them by residents of Sault Ste. Marie as refuge when no other options existed and conducted hundreds of educational outings for area schools,

Therefore be it resolved that City Council direct the Solicitor to include in the proposed new by-law wording such that would exempt or grandfather Spruce Haven Nature Park from complying with any sections of the proposed new by-law that would otherwise cause the operation to be in a state of non-compliance; and

Further be it resolved that consideration be given to forming a written agreement between the City and Spruce Haven stating there will be no further expansion of the current business of Spruce Haven relative to the new animal care and control by-law.

Recorded	For	Against	Absent
Mayor C. Provenzano (conflict)			
Councillor S. Butland	X		
Councillor P. Christian		X	
Councillor S. Myers	X		
Councillor S. Hollingsworth			X
Councillor J. Hupponen		X	
Councillor L. Turco			X

Councillor M. Shoemaker		X		
Councillor R. Niro		X		
Councillor M. Bruni	X			
Councillor F. Fata	X			
Councillor J. Krmpotich	X			
Councillor O. Grandinetti	X			
Results	6	4	2	
Carried				

7.7 Planning

7.7.1 A-1-18-Z.OP – Ben Pino Investments Inc. – 435, 439, 459 Great Northern Road and 41 Industrial Park Crescent

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Report of the Director of Planning and Enterprise Services, dated 2018 02 20 concerning Rezoning Application A-1-18-Z.OP be received and that Council approve the application and direct the Legal Department to prepare the necessary by-laws subject to the following conditions:

1. Approval of Official Plan Amendment No. 220 to re-designate a portion of the site (41 Industrial Park Crescent) from “Industrial” to “Commercial”
2. Rezone the subject property from “Highway Zone” (HZ) and “Medium Industrial” (M2) to “Shopping Centre Commercial Zone” (C5).
3. Reduce the required building setback from the westerly lot line from 15 m to 7.62 m.
4. Reduce the minimum parking requirement from 4.5 spaces per 100 m² to 4.25 spaces per 100 m².
5. Designate the property subject to site plan control pursuant to Section 41 of the Planning Act.

Carried

7.8 Boards and Committees

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

8.1 Level III Residential Withdrawal Management Services

Moved by: Councillor S. Butland

Seconded by: Councillor M. Bruni

Whereas Sault Area Hospital (SAH) has been operating a Level 1 Withdrawal Management Program and a 16 bed facility for over 40 years; and

Whereas this program and facility does not have the capacity to support the growing need for withdrawal management services in SAH catchment area; and

Whereas withdrawal management has been identified as a critical issue for our region and reviews by both the SAH and the North East LHIN have identified critical gaps in service; and

Whereas crisis visits to SAH related to substance related disorders have gone up dramatically every year since 2014; and

Whereas SAH has developed a business case for a Level III Residential Withdrawal Management Services including co-location of community and hospital mental health and addiction services with both day and evening programming and has made Application to the NELHIN for the necessary permission and funding to build the necessary facilities and operate the program;

Now Therefore Be It Resolved that City Council endorse a Level III Residential Withdrawal Management Services program and facility in the City of Sault Ste. Marie and call on the NELHIN and the MOHTLC to approve same without delay and further that the Mayor and staff support and assist SAH's application however it is determined helpful and requested by SAH.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers	X		
Councillor S. Hollingsworth			X
Councillor J. Hupponen	X		
Councillor L. Turco			X
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		

Councillor J. Krmpotich	X		
Councillor O. Grandinetti	X		
Results	11	0	2
Carried			

8.2 Long Term Beds

Moved by: Councillor S. Butland
Seconded by: Councillor S. Myers

Whereas there are long waiting lists for both Long Term Care beds and Supportive Housing beds in Sault Ste. Marie as demand far outweighs supply; and

Whereas the Province has announced its intention to fund 5,000 new long term care beds over the next 4 years and 30,000 new long term care beds over the next 10 years; and

Whereas Sault Ste. Marie has the least number of long term care beds per resident over the age of 75 of all large communities in the North East LHIN; and

Whereas the current percentage of the population in Sault Ste. Marie over the age of 75 is 10% versus a provincial average of 7% and the number of people over the age of 75 in Sault Ste. Marie is expected to grow by 29% by 2025; and

Whereas while the number of beds is not increasing, the demand for beds is consistently growing: the community is currently 450 beds short and will be over 600 beds short by 2021; and

Whereas Sault area Hospital (SAH) is working with various parties to develop options to address this shortage; and

Whereas it is important that Sault Ste. Marie has the necessary infrastructure and facilities to support its seniors and provide the best possible care for them;

Now Therefore Be It Resolved that City Council support SAH's efforts and assist SAH in developing the various options and project(s) to address this challenge, as and when requested by SAH, and lobbying the NELHIN and MOHLTC for the appropriate funding to establish and build additional long - term care facilities in Sault Ste. Marie.

Carried

Moved by: Councillor M. Shoemaker
Seconded by: Councillor R.Niro

Resolved that Planning staff be requested to investigate the potential for a community improvement plan for long term care homes and report back to Council.

Carried

8.3 RFP of Group Benefits Brokerage and Underwriting

Moved by: Councillor M. Shoemaker

Seconded by: Councillor O. Grandinetti

Whereas in 2017 Sault Ste. Marie put out a request for proposals for their liability insurance brokerage, underwriting and adjusting; and

Whereas the 2017 insurance RFP was the first time in a number of years that our insurance brokerage, underwriting and adjusting services had all been tested in the market; and

Whereas as a result of the 2017 insurance RFP, the City of Sault Ste. Marie is saving more than \$300,000 annually in insurance costs for the term of contract; and

Whereas it has been a number of years since Sault Ste. Marie put out a request for proposals on the brokerage and underwriting of their group benefits; and

Whereas putting out a request for proposals on the brokerage and underwriting of their group benefits is the best way to ensure value for the taxpayers;

Now Therefore Be It Resolved that staff prepare a request for proposals for the brokerage and underwriting of the City's group benefits (both health and dental, as well as accident and disability insurance) in order to obtain the best value on these services for our residents.

Carried

8.4 Payday Lending By-law

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Whereas the Province of Ontario has given municipalities the power to regulate the pay-day lending industry; and

Whereas Sault Ste. Marie has not yet approved any regulation for the pay-day lending industry; and

Whereas municipalities such as Hamilton, Ontario, are leading the way in pay-day lending regulation;

Now Therefore Be It Resolved that the City of Sault Ste. Marie Legal Department propose a by-law to the Council for the City of Sault Ste. Marie that, among other things, requires pay-day lending institutions to:

- Advertise in a prominent manner the cost of borrowing; and
- Provide to the borrower credit counselling brochures approved by the City of Sault Ste. Marie.

Carried

8.5 Electronic Invoicing

Moved by: Councillor O. Grandinetti

Seconded by: Councillor M. Shoemaker

Whereas most business transactions are now being completed electronically; and

Whereas there is significant cost savings in sending out tax bills, invoices electronically;

Now Therefore Be It Resolved that staff report back to Council as soon as possible on which area/department we could see the most cost savings by doing business electronically (email).

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all by-laws under item 11 of the Agenda under date 2018 02 20 be approved, save and except 2018-19, 2018-33 and 2018-37.

Carried

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

11.1.2 By-law 2018-31 (Agreement) Sault Ste. Marie Model Aircraft Radio Control Club

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-31 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Model Aircraft Radio Control Club for the use of a portion of Leigh's Bay Road for a model aircraft radio controlled flying site, be passed in open Council this 20th day of February, 2018.

Carried

11.1.3 By-law 2018-32 (Property) Sale of 22 MacDonald Avenue

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-32 being a by-law to authorize the sale of surplus property being civic 22 MacDonald Avenue, legally described in PIN 31547-0002 (LT) to 2605046 Ontario Inc, In Trust (Joe Ruscio) be passed in open Council this 20th day of February, 2018.

Carried

11.1.5 By-law 2018-34 (Agreement) Superior Seven Advertising Limited

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-34 being a by-law to authorize the execution of the Amending Agreement between the City and Superior Seven Advertising Limited to incorporate an insurance provision into the existing Licence to Occupy Agreement be passed in open Council this 20th day of February, 2018.

Carried

11.1.6 By-law 2018-36 (Agreement) Ontario Municipal Commuter Cycling Program Funding

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-36 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Transportation for the Province of Ontario for the Ontario Municipal Commuter Cycling Program be passed in open Council this 20th day of February, 2018.

Carried

11.1.8 By-law 2018-38 (Agreement) Insurance Company AON

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-38 being a by-law for general insurance services for February 28, 2018 to February 28, 2021 be passed in open Council this 20th day of February, 2018.

Carried

11.1.9 By-law 2018-40 (Property) Part Lot Control Exemption

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-40 being a by-law to designate part of Block 30, Plan IM-589, being Part 1 1R-13362 (Part Pin 31511-0315) in the Fox Run Subdivision - Phase 1, Sault Ste. Marie

as an area not subject to part lot control be passed in open Council this 20th day of February, 2018

Carried

11.1.1 By-law 2018-19 (Regulations) Animal Care and Control

Mayor C. Provenzano declared a conflict on this item. (One of the parties is a former client.)

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-19 being a by-law for responsible animal care and control for The Corporation of the City of Sault Ste. Marie be passed in open Council this 20th day of February, 2018

Officially Read and Not Dealt With

11.1.4 By-law 2018-33 (Agreement) The Sault Ste. Marie Economic Development Corporation Funding

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-33 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Economic Development Corporation for funding be passed in open Council this 20th day of February, 2018.

Carried

11.1.7 By-law 2018-37 (Agreement) The Sault Ste. Marie Innovation Centre Funding

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that By-law 2018-37 being a by-law to authorize the execution of the Agreement between the City and The Sault Ste. Marie Innovation Centre for funding be passed in open Council this 20th day of February, 2018.

Carried

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

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

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

13. Closed Session

14. Adjournment

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

Briefing to Sault Ste. Marie City Council on COVID-19

Monday, March 9, 2020

Dr. Jennifer Loo, Associate Medical Officer of Health
Algoma Public Health

Outline

What is COVID-19?

Current situation in Algoma and Ontario

- Where are we now?
- What does “pandemic preparedness” mean?

Proactive steps to

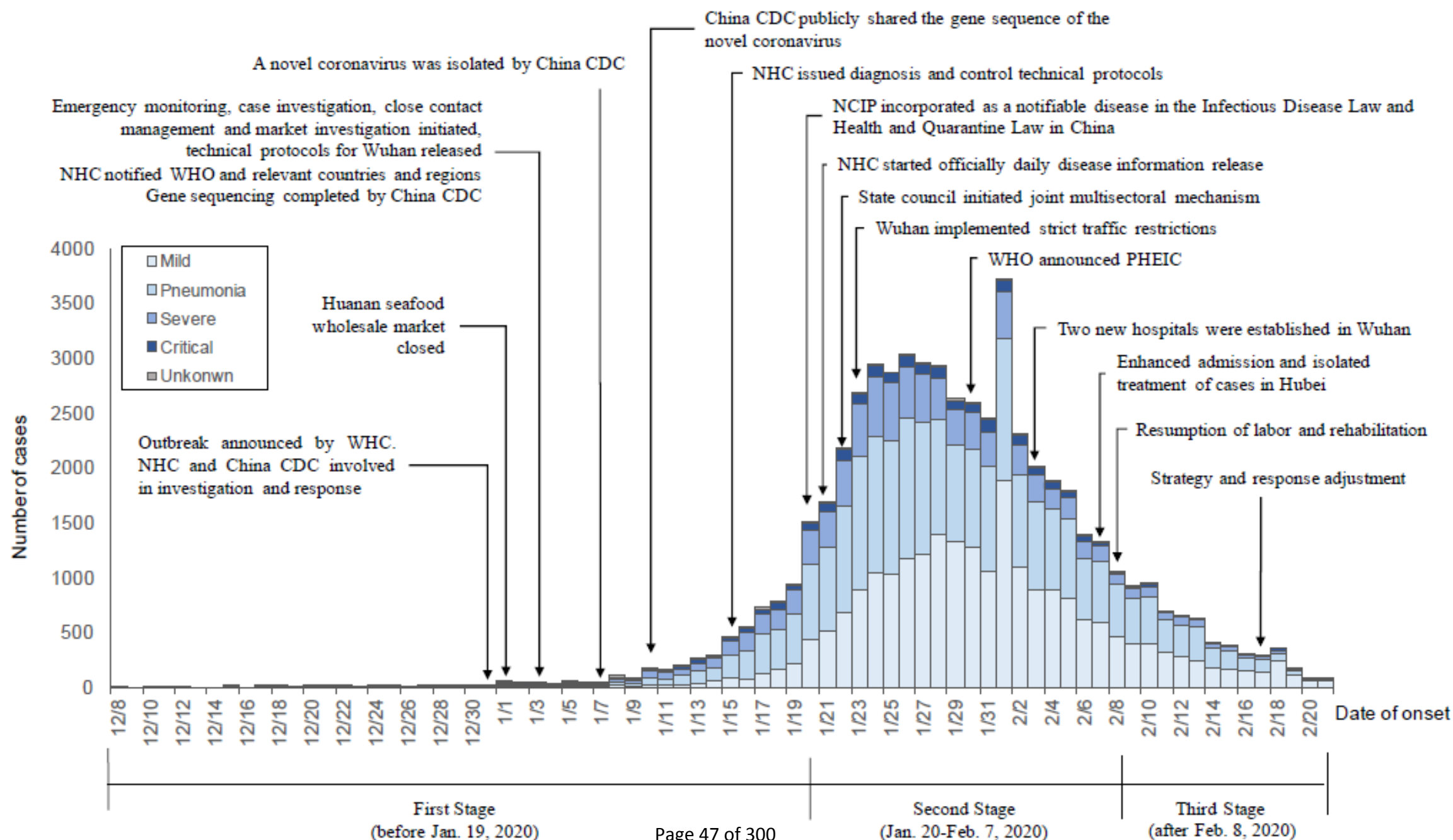
- (a) minimize the spread of serious illness
- (b) minimize societal disruption

What is the 2019 novel coronavirus (COVID-19)?

- Part of a large family of viruses called coronaviruses
- Zoonotic virus, likely originating from bats
- Coronaviruses cause illnesses ranging from the common cold to bronchitis and pneumonia, to serious respiratory infections like severe acute respiratory syndrome (SARS)

What is COVID-19?

- **Dec 30, 2019:** samples collected from a patient with “pneumonia of unknown etiology” in a Wuhan hospital in China
- **Jan 3, 2020:** World Health Organization notified of local epidemic
- **Jan 10, 2020:** whole genome sequence of COVID-19 virus shared with World Health Organization
- **Jan 25, 2020:** first presumptive COVID-19 case in Ontario
- **Jan 30, 2020:** COVID-19 outbreak declared a public health emergency of international concern



COVID-19 symptoms and treatment

- Flu-like symptoms that range from mild to severe, and can include
 - Fever
 - Cough
 - Difficulty breathing
- Serious complications can include pneumonia, kidney failure, death
- Older people and people with chronic medical conditions at higher risk for severe illness
- Treatment is supportive; no vaccine at this time
- Most confirmed cases of COVID-19 have had mild or moderate disease

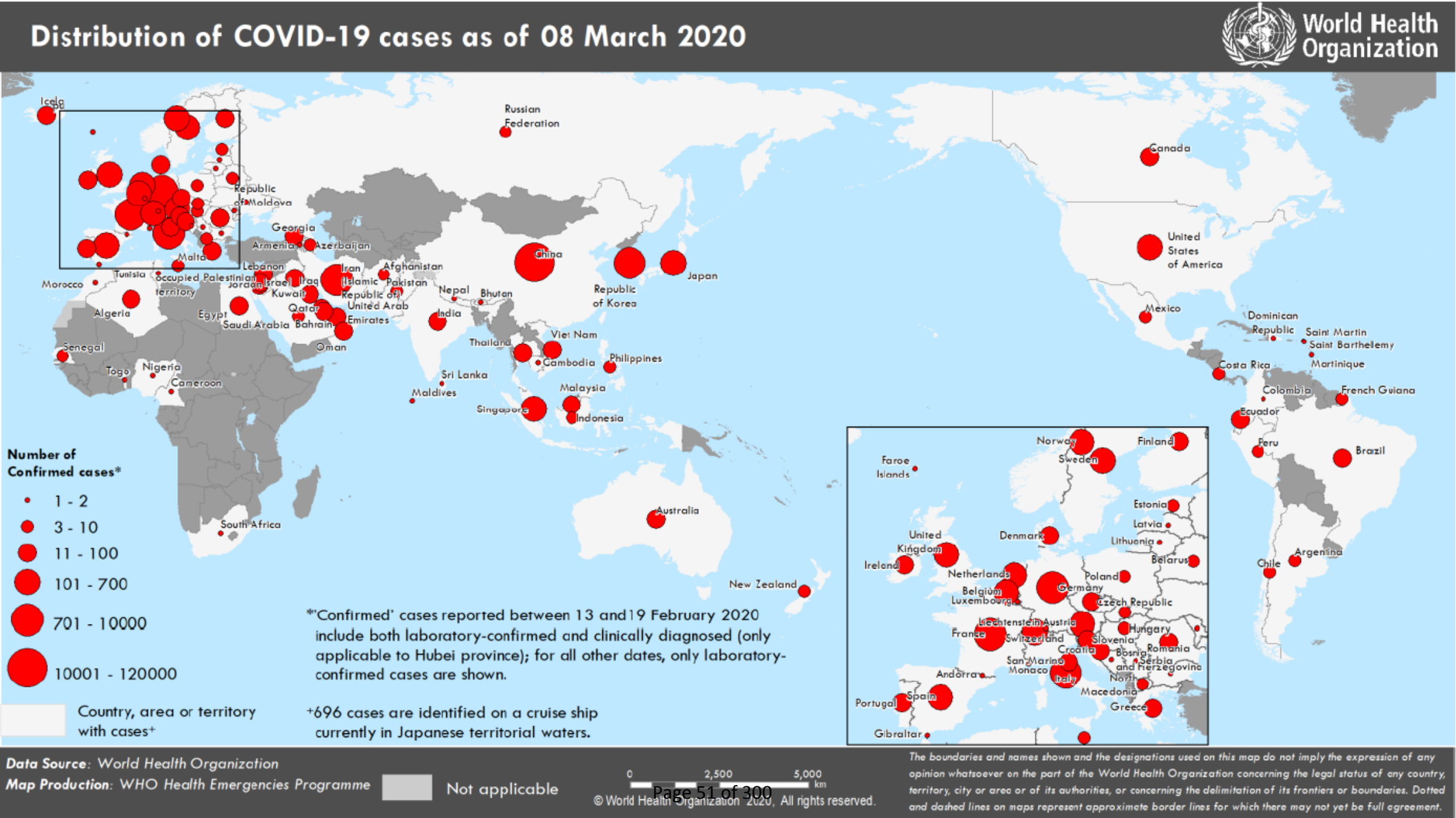
COVID-19 transmission & prevention

- Transmitted via droplets when a person who has the virus coughs or sneezes
- DO:
 - ✓ Wash your hands often with soap and warm running water, or use hand sanitizer
 - ✓ Cover your coughs and sneezes with a tissue or your arm, not your hand
 - ✓ Stay home if you are sick
 - ✓ Avoid close contact with those who are sick
- DON'T:
 - ✗ Touch your eyes, nose and mouth unless you have just washed your hands
 - ✗ Spend money on protective equipment or items that are not recommended
 - ✗ Exclude or stigmatize individuals or groups out of fear or misinformation

Current situation globally

- Over 105,000 people globally who have had confirmed COVID-19 infection
 - Over 80,000 of people with confirmed COVID-19 have been in China
 - COVID-19 now spreading more widely in a number of other countries
 - Over 100 countries have now reported laboratory-confirmed cases of COVID-19
- 3100 deaths in China (2986 in Hubei province)
- 484 deaths outside of China

Figure 1. Countries, territories or areas with reported confirmed cases of COVID-19, 08 March 2020



Current situation in Canada

- 72 presumed or confirmed cases in Canada
 - 34 in Ontario
 - 27 in British Columbia
 - 7 in Alberta
 - 4 in Quebec

“Today the Public Health Agency of Canada is recommending that Canadians **avoid all cruise ship travel** due to COVID-19.”

– Dr. Teresa Tam, Chief Public Health Officer of Canada

Current situation in Ontario

Negative ¹	2347
Currently under investigation ²	22
Confirmed positive ³	30
Resolved ⁴	4
Total number of patients approved for COVID-19 testing to date	2403

¹Patient negative based on testing performed at Public Health Ontario (PHO) Laboratory

²Test results are pending

³Patient still testing positive and has not had two consecutive negative results greater than 24 hours apart

⁴Patient is no longer infectious based on two consecutive negative tests performed at PHO Laboratory at least 24 hours apart

Last updated: March 9, 2020 at 10:30 a.m. ET

Current situation in Algoma

- No cases of COVID-19

Current situation in Algoma and Ontario

- What does “pandemic preparedness” mean?
- Two major goals in responding to a pandemic
 1. Minimize serious illness and death
 2. Minimize societal disruption
- Requires an all-of-society approach

Taking proactive, preventive action

For the general public:

- Arm yourself with facts from reliable sources. *Stay in the Goldilocks zone of information!*
 - www.algomapublichealth.com has Q&As and links to evidence-based resources
- Practice and get used to good hand hygiene habits and respiratory etiquette.
- Stay home when ill.
- Check before you travel: travel.gc.ca
- Plan ahead, especially if you or those close to you may be more vulnerable (e.g. meals, medications)

Taking proactive, preventive action

For employers, service providers, community organizations:

- Have communications processes and systems in place to receive key updates and guidance from appropriate sources, and to quickly disseminate key messages to your workforce and/or clients
- Be ready as an organization to implement recommended public health measures (e.g. promote hand hygiene, clean surfaces, encourage staff to stay/work at home if ill)
- Be ready to maintain continuity of operations, should absenteeism increase because of illness or caregiving burden



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

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT: Corporate Services
RE: 2019 Investment Report

PURPOSE

The purpose of this report is to provide Council the annual report of investments made by the municipality.

BACKGROUND

Regulation 438/97 of the Municipal Act, 2001 requires the Treasurer to provide an annual report of investments made by the municipality.

ANALYSIS

The City's historical practice for investing was to maintain balances in cash as the interest rate received was considered equal or better than what could be achieved by investing. A new Investment Policy was approved

by Council in 2019 which recommends a reasonable diversification of the portfolio be undertaken to provide a more acceptable level of risk exposure. As well investments will be structured to be concurrent with anticipated cash demands. A request for proposal for short term investments (between 12-18 months) is currently being evaluated by staff. It is anticipated that better investment returns can be realized going forward.

For 2019, the only investment account held was for the Care & Maintenance Trust. The principal of the Trust can never be accessed or used by the City, only the interest can be used for cemetery operations and maintenance. The 2019 investment statement is included in Appendix A. The rate of return for 2019 was 2.33% (2018-2.04%). Investments are consistent with the current investment policy and in accordance with Regulation 438/57.

Bank interest on the main general account for 2019 was \$2,094,340, approximately a 2.29% return.

FINANCIAL IMPLICATIONS

Investment income provides a non-tax revenue source to the City and assists in the providing funding for capital and operations.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated March 9, 2020 regarding the 2019 Investment Report be received as information.

Respectfully submitted,



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



RBC Dominion Securities Inc. CANADIAN DOLLAR ACCOUNT STATEMENT

**DEC. 31
2019**

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CITY OF SAULT STE MARIE CARE
AND MAINTENANCE FUND
99 FOSTER DRIVE
SAULT STE MARIE ON P6A 5N1

Date of Last Statement: NOV. 29, 2019

ADVISORY TEAM

Investment Advisor(s):

Anthony Pucci
705-759-6826

Team Member(s):

Tina Vernelli
Emily Kinzie
Anita Maniaccio

Branch Address:

432 Great Northern Road
Suite 300
Sault Ste Marie, On P6B 4Z9
Local: 759-7090
Toll free : 1-800-557-2396

Branch Manager:

Michael Kawa
705-523-8999

ASSET SUMMARY

	MARKET VALUE AT DEC. 31	PERCENTAGE OF MARKET VALUE
Cash	\$2,970.00	0.07 %
Fixed Income	\$4,152,195.63	99.84 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$0.00	0.00 %
Mutual Funds **	\$3,532.13	0.09 %
Foreign Securities	\$0.00	0.00 %
Managed Assets	\$0.00	0.00 %
Other	\$0.00	0.00 %
Total Value	\$4,158,697.76	100.00 %

INCOME SUMMARY

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$6,296.33	\$115,384.86
Other	\$0.00	\$0.00
Total Income	\$6,296.33	\$115,384.86

CASH BALANCE

ACCOUNT TYPE	OPENING BALANCE AT DEC. 01	CLOSING BALANCE AT DEC. 31
Cash	\$0.00	\$2,970.00

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Regulated by
Investment Industry Regulatory
Organization of Canada



RBC Dominion Securities Inc. CANADIAN DOLLAR ACCOUNT STATEMENT

**DEC. 31
2019**

ASSET REVIEW

(Exchange rate 1USD = 1.2985 CAD as of DEC. 31, 2019)

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
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FIXED INCOME

BANK OF MONTREAL GIC - ANNUAL DUE 04/16/2020 2.350%	236,863 236,863	100.000	236,863.00	\$240,812.77 ¹
ONTARIO SAVINGS BOND 10YR ANNUAL FIXED SER 2010 DUE 06/21/2020 4.250%	139,500 139,500	100.750	139,500.00	\$143,681.18 ¹
BANK OF MONTREAL GIC - ANNUAL DUE 06/29/2020 2.410%	150,000 150,000	100.000	150,000.00	\$151,842.17 ¹
YORK REGIONAL MUNICIPALITY ONTARIO DUE 06/30/2020 4.500%JD 30	132,000 132,000	101.294	147,624.84	\$133,724.35 ¹
CPN PROVINCE OF BRITISH COLUMBIA BOOK ENTRY ONLY DUE 08/23/2020 YTM AT PURCHASE DATE 4.480%	219,344 219,344	98.822	138,778.94	\$216,760.13
BANK OF NOVA SCOTIA GIC - ANNUAL DUE 11/03/2020 1.750%	96,000 96,000	100.000	96,000.00	\$96,266.96 ¹
BMO MORTGAGE CORP GIC - ANNUAL DUE 12/21/2020 2.390%	64,322 64,322	100.000	64,322.00	\$64,368.33 ¹
ROYAL BANK OF CANADA GIC - ANNUAL DUE 06/22/2021 2.500%	250,000 250,000	100.000	250,000.00	\$253,287.67 ¹
ROYAL BANK OF CANADA GIC - ANNUAL COMPOUND DUE 06/28/2021 1.700%	378,687 378,687	104.330	378,687.00	\$395,087.18
CITY OF TORONTO DUE 07/26/2021 6.800%JJ 26	90,000 90,000	107.497	113,981.36	\$99,396.51 ¹
BANK OF MONTREAL GIC - ANNUAL COMPOUND DUE 10/25/2021 2.430%	134,200 134,200	100.459	134,200.00	\$134,816.51
BANK OF MONTREAL GIC - ANNUAL DUE 11/01/2021 1.850%	96,000 96,000	100.000	96,000.00	\$96,296.81 ¹
MANULIFE BANK CDA GIC - ANNUAL DUE 01/24/2022 2.250%	10,000 10,000	100.000	9,903.60	\$10,210.21 ¹
BANK OF MONTREAL GIC - ANNUAL DUE 06/22/2022 2.600%	56,000 56,000	100.000	56,000.00	\$56,765.90 ¹

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RBC Dominion Securities Inc. CANADIAN DOLLAR ACCOUNT STATEMENT

DEC. 31
2019

ASSET REVIEW

(Exchange rate 1USD = 1.2985 CAD as of DEC. 31, 2019)

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
LAURENTIAN BANK	97,000	100.000	97,000.00	\$98,479.71 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2022 2.900%				
LBC TRUST	97,000	100.000	97,000.00	\$98,479.71 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2022 2.900%				
RBC MORTGAGE CORP	564,719	104.718	564,719.00	\$591,364.14
GIC - ANNUAL COMPOUND	564,719			
DUE 06/27/2022 1.850%				
PROVINCE OF ONTARIO	85,000	106.019	96,330.50	\$90,407.34 ¹
4.3% SEMIANNL PACKAGE	85,000			
DUE 12/02/2022 4.300%JD 02				
ONTARIO SAVINGS BOND	350,000	100.000	350,549.51	\$353,331.23 ¹
5 YR STEP-UP RATE BD ANN INT	350,000			
1.50%,1.80%,2.15%,2.30%,2.55%				
DUE 06/21/2023 1.800%				
MANULIFE BANK CDA	97,000	100.000	97,000.00	\$98,530.74 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2023 3.000%				
MANULIFE TRUST CO.	97,000	100.000	97,000.00	\$98,530.74 ¹
GIC - ANNUAL	97,000			
DUE 06/22/2023 3.000%				
RBC MORTGAGE CORP	61,192	100.000	61,192.00	\$62,063.36 ¹
GIC - ANNUAL	61,192			
DUE 06/26/2023 2.750%				
BANK OF NOVA SCOTIA	231,182	103.583	231,182.00	\$239,466.41
GIC - ANNUAL COMPOUND	231,182			
DUE 12/06/2023 3.350%				
NAT'L BANK OF CANADA	97,500	100.000	97,500.00	\$98,642.75 ¹
GIC - ANNUAL	97,500			
DUE 06/28/2024 2.300%				
ROYAL BANK OF CANADA	141,431	101.184	141,431.00	\$143,106.82
GIC - ANNUAL COMPOUND	141,431			
DUE 07/11/2024 2.500%				
CPN HALTON ONT REGL MUNC	100,000	86.476	86,112.95	\$86,476.00
GENERIC INT	100,000			
DUE 10/06/2025				
YTM AT PURCHASE DATE 2.420%				
Total Value of Fixed Income			4,028,877.70	\$4,152,195.63

MUTUAL FUNDS

RBC INVESTMENT SAVINGS	RBF2010	353.213	10.000	3,532.13	\$3,532.13
ACCOUNT SR A (2010)		353.213			

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RBC Dominion Securities Inc.
CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 31
2019

ASSET REVIEW

(Exchange rate 1USD = 1.2985 CAD as of DEC. 31, 2019)

SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
Total Value of Mutual Funds **				3,532.13 \$3,532.13
Total Value of All Securities				4,032,409.83 \$4,155,727.76

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
		Opening Balance (DEC. 01, 2019)				\$0.00
DEC. 02	INTEREST	RBC INVESTMENT SAVINGS ACCOUNT SR A (2010) AS OF 11/29/19 REINVEST @ \$10.00	0.433			
DEC. 02	REDEEMED	CITY OF VANCOUVER SINKING FUND DEBS DUE 12/02/2019 INT 4.900% 4.900 DUE 12/02/19 REDEMPTION AT PAR 921577RC8060	61,000-			61,000.00
DEC. 02	INTEREST	CITY OF VANCOUVER SINKING FUND DEBS DUE 12/02/2019 INT 4.900% REG INT ON 61000 BND REC 11/29/19 PAY 12/02/19				1,494.50
DEC. 02	INTEREST	PROVINCE OF ONTARIO 4.3% SEMIANNL PACKAGE DUE 12/02/2022 INT 4.300% REG INT ON 85000 BND REC 11/29/19 PAY 12/02/19		4.30		1,827.50
DEC. 20	BOUGHT	BMO MORTGAGE CORP GIC - ANNUAL DUE 12/21/2020 02.390% DEC 20 #191220-B10421	64,322	100.00	64,322.00	
DEC. 30	INTEREST	YORK REGIONAL MUNICIPALITY ONTARIO DUE 06/30/2020 INT 4.500% REG INT ON 132000 BND REC 12/27/19 PAY 12/30/19		4.50		2,970.00

- CONTINUED ON NEXT PAGE -



RBC Dominion Securities Inc.
CANADIAN DOLLAR
ACCOUNT STATEMENT

DEC. 31
2019

ACCOUNT ACTIVITY

DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
		Closing Balance (DEC. 31, 2019)				\$2,970.00



Head Office Address:

RBC Dominion Securities Inc.
P.O. BOX 50
Royal Bank Plaza
Toronto, Ontario
Canada M5J 2W7
GST/HST Registration # 889767471

If you have a service request or a question about your statement or a service charge, please phone your Investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

Telephone: (416) 363-1019
Internet: www.rbcds.com
QST Registration # 889767471

RBC DOMINION SECURITIES
Compliance Department
P.O. BOX 50, Royal Bank Plaza
Toronto, Ontario
M5J 2W7

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- If you have a managed account, additional information regarding trades processed through your account is available upon request.
- Please be advised that if you have set-up a pre-authorized mutual fund purchase plan ("PAC Plan") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts for subsequent purchases of the applicable Fund under the PAC. You may at any time request to receive, at no cost, the most recently filed Fund Facts by contacting your Investment Advisor or by sending a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates provided on this page. The most recently filed Fund Facts may also be found by visiting either www.sedar.com or the website of the applicable Mutual Fund Manager.
- In certain cases in relation to securities in your portfolio, the current market value for the security is not available and/or no market currently exists for the security. In such cases, we may provide no market value or provide a market value based on either the last available market value/net asset value for the security, the book cost for the security or a value determined by receivership or other legal proceedings, as applicable. Such market values may not reflect the current value of the security. Market prices and book costs shown are obtained from sources that we believe are reliable but we do not guarantee their accuracy.
- In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.
- Segregated Funds are contracts of life insurance and are not securities. All insurance products are offered through RBC Wealth Management Financial Services Inc. by licensed insurance representatives, except in Quebec, where insurance products are offered by licensed Financial Security Advisors.
- Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions. Where a book cost is not available on a security position, market value will be used to calculate the book cost.
- Fully paid securities are segregated on the records of RBC Dominion Securities Inc. and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand which, although recorded in our books, are not segregated and may be used in the conduct of our business.
- A copy of our most recent financial statements, a list of directors and senior officers and information about commissions, fees and administrative proceedings that may relate to RBC Dominion Securities or to its employees are available to you upon written request directed to our Head Office address listed above.
- Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage is available upon request.
- Please contact your local branch or the Head Office address listed above for a copy of the brochure.
- All income reported in the "Income Summary" of your account statement is for information purposes only and should not be used for tax reporting purposes. Where applicable, any income that is taxable will be reported on the appropriate tax slips.
- We act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our spread-based revenues for performing this function. Spread means the difference between the rate we obtain and the rate you receive.
- Please note the following security description abbreviations may appear on your statement : NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.
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FOOTNOTES

- * - Indicates fully paid for securities registered in your name and held by us on your behalf.
- # - Part or all of the Book Cost on this security position has been provided by a source other than RBC Dominion Securities. As such, RBC Dominion Securities is not responsible for the completeness or accuracy of the information provided.
- 1 - Includes accrued interest.
- 2 - Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact your Investment Advisor to update the statement records.
- 3 - The Book Cost of this security is temporarily unavailable due to a pending corporate action event. Please contact your Investment Advisor for additional information.
- ° - Market value of non-prospectus qualified investment funds (each a "Fund"), disclosed on this statement, is calculated by the fund manager in arrears and may not reflect the actual net asset value from the previous calendar quarter. This market value is an estimate and excludes any unrealized gain / loss on the underlying positions of the Funds for the current calendar quarter.
- ✱ - The Book Cost of this security cannot be determined. Please contact your Investment Advisor for additional information.
- ** - Segregated Funds are included in the Total Value of Mutual Funds.
- *** - Converted U.S. dollar contributions or withdrawals are included in your plan summary.
- 4 - This security may be subject to a deferred sales charge at the time that it is sold.
- ∞ - There is no active market for this security so its market value has been estimated.



RBC Dominion Securities Inc. CANADIAN DOLLAR ACCOUNT STATEMENT

Statement for October 1 to December 31, 2019

Page 1 of 1

PORTFOLIO REVIEW

INVESTMENT RETURN	Current Quarter (Oct. 1, 2019 - Dec. 31, 2019)	Year-to-Date (Jan. 1, 2019 - Dec. 31, 2019)	5 Year (Jan. 1, 2015 - Dec. 31, 2019)
Interest	9,765.02	115,384.86	403,894.71
Dividends	0.00	0.00	0.00
Managed Fund Distributions	0.00	0.00	100.11
Other Distributions	0.00	0.00	0.00
Change in Market Value	11,869.55	-20,755.67	1,900.59
Total Investment Return	21,634.57	94,629.19	405,895.41

CAPITAL REVIEW	Current Quarter (Oct. 1, 2019 - Dec. 31, 2019)	Year-to-Date (Jan. 1, 2019 - Dec. 31, 2019)	5 Year (Jan. 1, 2015 - Dec. 31, 2019)
Beginning Portfolio Value	4,137,063.19	4,064,068.57	3,752,802.35
Deposits/Transfer Ins	0.00	0.00	0.00
Withdrawals/Transfer Outs	0.00	0.00	0.00
Total Investment Return	21,634.57	94,629.19	405,895.41
Ending Portfolio Value	4,158,697.76	4,158,697.76	4,158,697.76

For the current quarter:

Your Beginning Portfolio Value includes accrued interest of 21,067.00.

Your Ending Portfolio Value includes accrued interest of 28,123.66.

This statement should not be used for income tax reporting purposes.

(over)

0006505 -DSC39



UNDERSTANDING YOUR PORTFOLIO REVIEW

Your Portfolio Review provides a summary of the activity within your portfolio over various time periods. The definitions of the various terms included in this statement are listed below.

INVESTMENT RETURN

This section summarizes the Total Investment Return of your portfolio, in dollar terms, over various time periods. The components of your Total Investment Return include:

Interest - Includes interest payments paid to you from investments such as bonds, debentures, guaranteed investment certificates, term deposits, and cash balances in accounts. Interest income earned on discounted securities, such as strip bonds, treasury bills, bankers acceptances and commercial paper, are not included in this category. Interest income that accrues from such discounted securities is reflected in the category listed below titled, "Change in Market Value".

Dividends - Includes dividends paid to you from common and preferred shares.

Managed Fund Distributions - Includes distributions paid to you from investments such as mutual funds, pooled funds and segregated funds of life insurance companies.

Other Distributions - Includes distributions paid to you from any other investment not covered in the previous categories such as Real Estate Investment Trusts, Royalty Trusts and Income Trusts.

Change in Market Value - Includes the change in market value of all the securities, including cash balances, within your portfolio between the end of the previous period and the end of the current period.

Total Investment Return - The Total Investment Return on your portfolio. This value is calculated after all management fees and commissions.

CAPITAL REVIEW

This section summarizes the change in value of your portfolio over various time periods. The components that contribute to your change in portfolio value include:

Beginning Portfolio Value - Market value of your portfolio, including accrued interest, at the end of the previous period. The value of accrued dividends are not included in this value.

Deposits/Transfer Ins - The value of all cash and/or securities deposited to your portfolio, including currency transfers and cash and/or securities transferred in from other RBCDS accounts.

Withdrawals/Transfer Outs - The value of all cash and/or securities withdrawn from your portfolio, including currency transfers and cash and/or securities transferred out to other RBCDS accounts.

Withholding Tax - Various sources of income earned in portfolios may be subject to withholding taxes. These include withdrawals from registered accounts such as Registered Retirement Savings Plans (RRSPs) and Registered Retirement Income Funds (RRIFs) and income received from foreign investments.

Total Investment Return - The Total Investment Return on your portfolio. This value is calculated after all management fees and commissions. This value is calculated in the "Investment Return" section of this Portfolio Review.

Ending Portfolio Value - Market value of your portfolio, including accrued interest, at the end of the current period. The value of accrued dividends are not included in this value.

Definition of Time Periods:

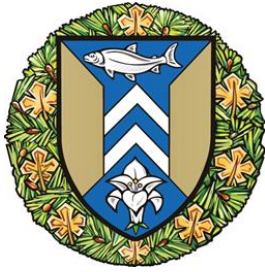
Current Quarter: Refers to the 3-month period ending as of the indicated reporting date.

Year-to-Date: Refers to the period between January 1st of the current year and the indicated reporting date.

5 Year: Refers to the 60-month period ending as of the indicated reporting date.

Since: Refers to the period between the date on which your account was funded and the indicated reporting date.

Should you have any questions, regarding this statement, please contact your Investment Advisor.



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

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Best for Kids Transit Pilot Project

PURPOSE

To seek Council's approval to implement the Best for Kids Transit Pilot Project.

BACKGROUND

At a Council meeting dated February 3, 2020 the following resolution was passed.

Best for Kids Transit Pilot Project

Whereas it is the objective of The Best for Kids Committee "to encourage and promote the City of Sault Ste. Marie's efforts to put children first"; and

Whereas it is the Committee's vision "that Sault Ste. Marie will be a community that puts children first by understanding and investing in healthy childhood development to improve outcomes for all children"; and

Whereas the City and the Committee are committed to fostering a community that has an extraordinary quality of life for children and their families; and

Whereas the City of Sault Ste. Marie has many opportunities for children to be involved in recreational activities such as the Splash Pad, the Pump Track, the Manzo Pool, the Greco Pool, and the Skateboard Park; and
Whereas all of these recreational opportunities are important in the development of healthy children and their quality of life; and

Whereas it may be difficult for some children to access any of these recreational opportunities because of lack of transportation or its affordability;

Now Therefore Be It Resolved that Community Development and Enterprise Services be requested to investigate the feasibility of a pilot project to run from June 27, 2020 to September 6, 2020, whereby Transit Services would provide free bus rides on weekends to all children and their parents who would like to attend any of the recreational facilities listed above and report back to Council.

ANALYSIS

Transit Services has investigated this project in detail. This pilot project is based on the idea that it is open to the whole community and to further support individuals that have barriers in accessing community facilities. The pilot will promote utilizing outdoor spaces leading to a healthy active living lifestyle.

Implementation of this pilot project

In order to implement the pilot, the following steps would be undertaken:

- Creation of a KEY in the farebox system to track the number of adults riding the bus for this purpose. The Operators would then hit this specified KEY when an adult(s) boards the bus stating that their destination is one of the following:
 - Splash Pad
 - John Rhodes Community Centre Pool
 - Skateboard Track
 - Pump Track
 - Manzo Pool
 - Greco Pool
- There is already a FREE CHILD KEY that will continue to be used when the child boards the bus.
- Dates of the pilot project are June 27 2020 to September 6 2020.
- There will be an education piece to inform the Inspectors and Operators of this project that will include the dates of the project, locations and process.
- Corporate Communications would issue a press release and use social media to communicate the pilot project to the public.
- The process would entail:

- A passenger with a child(ren) would board the bus, and state where they are heading and the Operator would not charge the family and KEY in the appropriate number of individuals boarding the bus.
- Management would be able to track the number of adults by the newly created KEY in the system.

Benefits

- Easier access for families to city facilities that they may otherwise not be able to access.
- Provide recreational activities to children, which is key in healthy development.
- Improve the quality of life for these families.

Concerns

- The biggest concern is people taking advantage of the pilot program. For example, passengers may state that they are going to a specified facility, however can get off at any stop and the Operator cannot stop them from exiting the bus at any time. Experience with free ride pilots, in some circumstances, has caused the Transit system to slow down and not be as efficient – this was on a larger scale (i.e. \$0.25 youth rides in the year of the youth, free rides following the strike). However, volume in this pilot is not anticipated to be a concern.
- An adult passenger may board the bus with no children, however state they are meeting them at a facility. This will be monitored during the pilot.

City staff are recommending implementing the pilot from June 27 2020 to September 6 2020 for seven (7) days a week and will report back the results to Council at the conclusion of the pilot.

FINANCIAL IMPLICATIONS

The recommended pilot will determine the financial impact and revenue forgone which will need to be considered as part of any extension in future years.

- With each free adult ride, Transit will forgo \$2.95. There is no data that Transit can currently base an estimate on for usage of this pilot. However, if Transit estimates that 20 families a day utilize this, with one (1) adult, would be a loss to Transit of \$59.00 per day. Throughout the project, it would be a total of 72 days (which is seven days a week during the pilot) and an estimated revenue of \$4,248 not collected.

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.
- Additionally, it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- Under Quality of Life area, the action promotes Quality of Life Advantages.
- Community Development & Partnerships, it creates Social and Economic Activity.

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 03 09 concerning Best for Kids Transit Pilot be accepted and that a pilot project to provide free Transit for children to access the Splash Pad, the Pump Track, the Manzo Pool, the Greco pool and the Skateboard Park be approved between June 27, 2020 and September 6, 2020 and results be reported back to Council.

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



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

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Indoor Mausoleum Feasibility

PURPOSE

The purpose of this report is to inform Council on the costs of building a new indoor mausoleum facility and approach to confirming demand moving forward.

BACKGROUND

At a Council meeting dated October 7, 2019 the following resolution was passed.

Indoor Mausoleum Feasibility

Whereas a number of residents have expressed the desire for indoor mausoleums at the City's cemeteries as can be found in many cities throughout Ontario; and

Whereas it is prudent for the City to test the demand in the market for indoor mausoleums;

Now Therefore Be It Resolved that staff be requested to review the feasibility of indoor mausoleums and attempt, through community outreach, to gauge the demand that might exist in Sault Ste. Marie for indoor mausoleums, and report back to Council with a recommendation on whether or not to pursue indoor mausoleums as a future expansion option in Sault Ste. Marie's cemeteries.

ANALYSIS

The City of Sault Ste. Marie has nineteen (19) mausoleum structures in place (built in 14 phases) with another to start construction this coming spring 2020 with approved funding from the Cemetery Reserve (Appendix A).

There is a master plan for mausoleum development and sufficient demand exists to support future expansion. Expansion is contingent on the reserve, which is mainly funded from the following sources:

1. Cremation Services
2. Plot Sales
3. Crypt and Niche Sales
4. Interment

Over the past five (5) year's revenue has amounted to approximately \$1 million annually. It takes between three (3) to five (5) years to build the reserve up to a point where a new mausoleum can be considered for construction.

Staff have contacted five (5) other Municipalities with indoor mausoleums and three (3) have provided information on their experience (Lakeview Cemetery, Thorold; Sunset Memorial Garden, Thunder Bay and Fairview Mausoleums, Niagara Falls). It appears that for a comparable indoor mausoleum (of similar size to our existing structures) it would be in the neighbourhood of \$3 to \$3.5 million to build versus the traditional \$1 million cost for a comparable sized, outdoor structure. There would also be incremental costs if the indoor facility were to be heated on an ongoing basis. A review of other communities with indoor mausoleums therefore indicates that the cost would be appreciably higher than projects we have undertaken in past years. In consultation with our current designer for the phase fifteen (15) build many variables would affect the cost of an indoor facility, e.g., roof type, heated versus non-heated, full body and cremation, style and complexity of shutter plates, washrooms, etc.

It is recommended that staff begin to track the number of inquiries for an indoor mausoleum and that a list be created. Once sufficient interest (fifty per cent of a projected build) is provided, these individuals would be contacted to place a deposit to secure a space in the proposed indoor mausoleum build which would be held in trust by the City. The size of the deposit would reflect the increased costs of an indoor mausoleum and would likely be double the cost of the current outdoor mausoleum (approximately \$8,500 for a current crypt). A report would then be brought back to Council for review and budget deliberation. This approach would limit the City's risk exposure with initial capital outlay. Staff would work in consultation with Finance and Cemetery Operations to determine an appropriate deposit amount.

In summary, given the challenges to replenish the Cemetery reserve to meet the existing outdoor Mausoleum requirements, it is not recommended to move forward with an outdoor mausoleum build at this time unless significant demand is received from the community.

FINANCIAL IMPLICATIONS

The recommended option will not impact the Operating Budget.

STRATEGIC PLAN / POLICY IMPACT

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

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2020 03 09 be received and that inquiries regarding an indoor mausoleum be tracked and reported to Council in approximately one year.

Respectfully submitted,

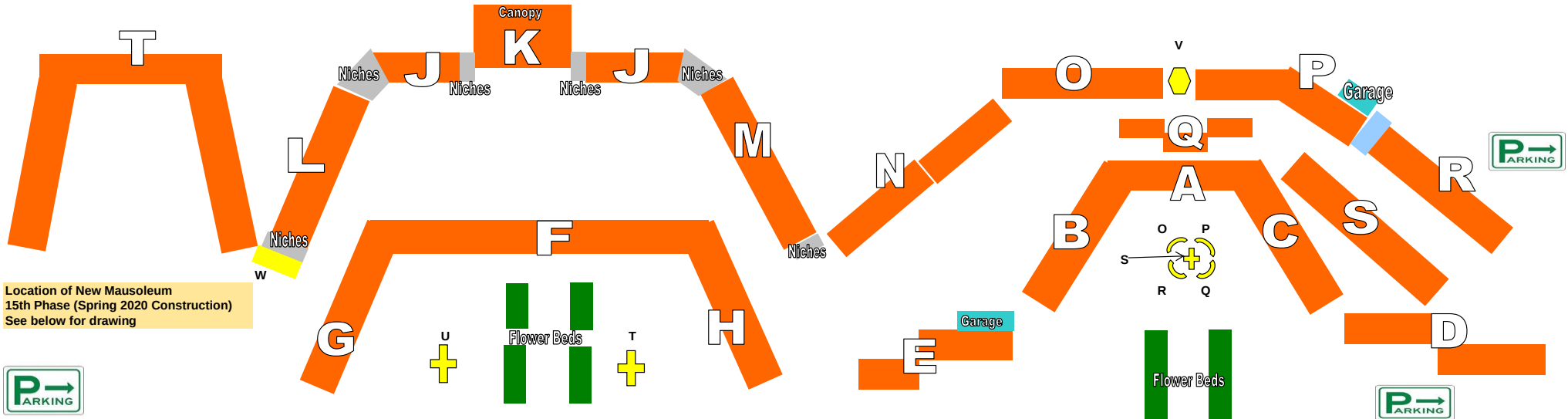
A handwritten signature in blue ink, appearing to read 'B. Lamming', with a long horizontal stroke extending to the right.

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise
Services
(705)759-5314

Appendix A

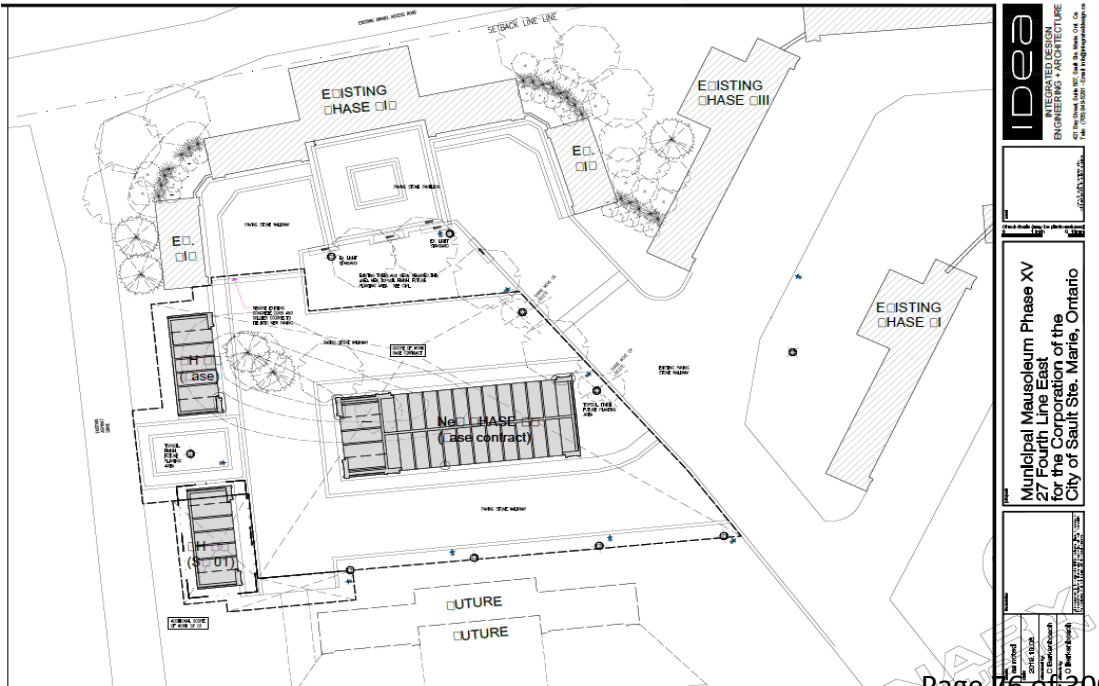
MAUSOLEUMS

AND COLUMBARIA
HOLY SEPULCHRE CEMETERY
SAULT STE. MARIE, ONTARIO



Roadway

15th Phase Drawing



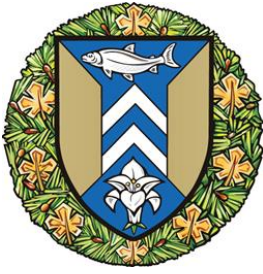
Marked in yellow

Columbarium O built in 2001
Columbarium P built in 2001
Columbarium Q built in 2001
Columbarium R built in 2001
Columbarium S built in 2008
Columbarium T built in 2012
Columbarium U built in 2012
Columbarium V built in 2012
Columbarium W built in 2017

Marked in Orange

Mausoleum A built in 1983
Mausoleum B & C built in 1985
Mausoleum D built in 1987
Mausoleum E built in 1990
Mausoleum F built in 1992
Mausoleum G & H built in 1994
Mausoleum J & K built in 1995
Mausoleum L & M built in 1998

Mausoleum N built in 2001
Mausoleum O built in 2004
Mausoleum P & Q built in 2006
Mausoleum R built in 2009
Mausoleum S built in 2012
Mausoleum T built in 2016



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

COUNCIL REPORT

March 9, 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: New Horizons Seniors Program Grant Agreement

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program for funding to support seniors' activity programming.

BACKGROUND

Employment and Social Development Canada (ESDC) under its New Horizons for Seniors Program grant provides funding to organizations that want to help seniors make a difference in the lives of others and in their communities. Organizations are eligible to receive federal grants and contributions funding to support the social participation and inclusion of seniors; and provide capital assistance for new and existing community projects and/or programs for seniors.

ANALYSIS

The Sault's median age is 45.7 and 28% of Sault residents are 65 years of age or older. The New Horizons for Seniors Program grant will allow Seniors Services to expand and develop new programming to meet the needs of older adults in our community. The grant would provide funding to assist with the purchase of equipment to develop an arts and crafts activity room, which will provide 55+ participants access to Cricut machines and provide workshops. In addition, the funding would allow the Seniors Choir to purchase a new digital piano and stage for concerts.

FINANCIAL IMPLICATIONS

The City has received notification that we have been approved for \$16,969 in funding through New Horizons for Seniors Program provided by ESDC. The City's contribution towards the project includes \$880 of operating funds to purchase a software licence, table and chair and an in-kind contribution of \$1100 to supply desks.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

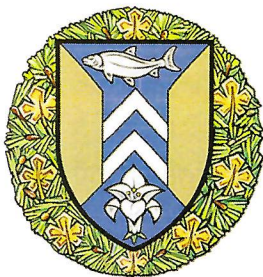
That the report of the Manager of Recreation and Culture dated 2020 03 09 concerning the New Horizons Seniors Program grant be received and Council authorize staff to enter into an agreement with Employment and Social Development Canada for funding in the amount of \$16,969 to support seniors' activity programming.

"The relevant By-law 2020-75 appears elsewhere on the agenda and is recommended for approval."

Respectfully submitted,

A handwritten signature in black ink, appearing to read "V McLeod". The signature is fluid and cursive, with the first name "V" and last name "McLeod" clearly distinguishable.

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



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

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Adrian DeVuono, Local Immigration Partnership Coordinator

DEPARTMENT: Community Development and Enterprise Services

RE: IRCC Grant Agreement Renewal for the Local Immigration 2020 to 2025

PURPOSE

The purpose of this report is to request Council's approval for a renewed and revised Grant Agreement between Immigration, Refugees and Citizenship Canada (IRCC) and the City of Sault Ste. Marie for April 1st 2020 to March 31st 2025.

BACKGROUND

In September 2009, the IRCC began providing funding to the City of Sault Ste. Marie for the formation of a Local Immigration Partnership (LIP) under the stewardship of the municipality. The LIP is a community-based partnership that organizes local engagement of local/regional government, immigrant serving agencies, language training providers, education and cultural institutions. As an indirect service provider, LIP supports community-level strategic planning and ensures an effective coordination of services that facilitate immigrant settlement and integration. Over the next five years, LIP will continue to support the City's overarching goal to attract and retain newcomers by providing a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers in Sault Ste. Marie as well as measuring performance progress and impact through use of community data. Priority areas of focus in the next phase of the project will include: (1) Improving newcomer employment outcomes; (2) Enhancing Sault Ste. Marie's settlement capacity; (3) Improving community awareness and engagement; (4) Advancing social and civic inclusion; and (5) Increasing newcomer youth and family supports.

ANALYSIS

Immigration, Refugees and Citizenship Canada (IRCC) is proposing to provide funding in the form of a Grant Agreement to the City of Sault Ste. Marie in the amount of \$1,297,006 for the Local Immigration Partnership to continue to

coordinate immigrant settlement and integration strategies in the community for the period of April 1st, 2020 to March 31, 2025.

FINANCIAL IMPLICATIONS

LIP is fully funded by IRCC. Currently, LIP is operating at full staffing capacity as agreed in past contribution agreements. The entire community will benefit from the work of LIP and its partners through the development and implementation of strategic plans, initiatives and programs designed to welcome and retain newcomers, support the growth and resilience of the labour force, and foster greater social cohesion within the community.

STRATEGIC PLAN / POLICY IMPACT

The item is linked to and supports "Focus Area #3: Quality of Life – Welcome and Seek Out Immigration" in the corporate strategic plan as well as Goal #5, "Invite Immigration and Welcome Newcomers" in the "FutureSSM: A Common Cause and New Direction for Sault Ste. Marie" Executive Summary Report.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That Council authorize the 2020-2025 Local Immigration Partnership Grant Agreement (#G213295049) between The Corporation of the City of Sault Ste. Marie and Immigration, Refugees and Citizenship Canada (IRCC) for the period of April 1, 2020 to March 31, 2025.

By-law 2020-65 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Adrian DeVuono
Coordinator, Local Immigration Partnership
City of Sault Ste. Marie
705.759.5896
a.devuono@cityssm.on.ca



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

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Manager, Design & Transportation Engineering

DEPARTMENT: Public Works and Engineering Services

RE: Regulation of Road Cuts By-Law

PURPOSE

The purpose of this report is to obtain Council approval to enact a new By-Law 2020-70, Regulation of Road Cuts.

BACKGROUND

The City currently has a process in place for providing consent to utilities, developers, and contractors that are required to excavate within the City's municipal road allowances. The process is currently regulated through the Streets and Related Matters By-Law 2008-131. Section 8 of this by-law states that no person shall break, excavate, dig up, tear up, or remove the soil of any street, or any planking, sidewalk, curbing, pavement, boulevard, or road structure of any sort, forming the surface or other part of any street, or make any excavation in or under any street or sidewalk for the purpose of building or otherwise, unless he has first obtained an Municipal Consent Permit.

The Municipal Consent process is currently administered through the Engineering Division. An applicant applies via email with a request and sketch of the proposed works. On average, the Engineering Division will approve 700 to 1000 permit requests per year and there is no fee for the applications.

ANALYSIS

The intention of this by-law is to implement a system for allowing excavations within our road allowances where the process is streamlined and standardized to make it easier for applicants to obtain approvals and for City staff to manage these approvals.

Most Ontario municipalities have a by-law in place that regulates road cuts, road occupancies and road closures. It is common practice for municipalities to charge a permit fee for these applications and in the case of a permit requiring the cutting of the road surface, a pavement degradation fee is collected and directed into road maintenance budgets. It recognizes that the City incurs additional maintenance costs for road patches over the long term.

The City is proposing to charge an administrative fee of \$50 per application. Further, pavement degradation fees of \$20 per square metre for roads that have been reconstructed or resurfaced in the past 0 to 10 years, \$15 per square metre for roads that have been reconstructed or resurfaced in the past 11 to 20 years and \$10 per square metre for roads that have been reconstructed or resurfaced in the past 21 to 25 years will be charged to the applicant. There are circumstances spelled out in the by-law where the Director of Engineering may waive pavement degradation fees. This fee structure is consistent with those of other Ontario municipalities.

This by-law is intended to put stricter regulations on restoration of our roads by imposing warranty periods on applicants to encourage better workmanship and discourage unnecessary cutting of road surfaces.

FINANCIAL IMPLICATIONS

This by-law will introduce a new source of revenue that will be incorporated into future budgets. At this time it is difficult to estimate what the incremental annual revenue will be as a result of this by-law. Once this is known, future budgets will be adjusted accordingly.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2020-70 Regulation of Road Cuts, By-law 2020-71 User Fee Amendments and By-law 2020-72 Delegation for Temporary Street Closing appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



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



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

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager, Design & Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Farwell Terrace Aqueduct Repairs – Consultant Selection

PURPOSE

The purpose of this report is to obtain Council approval to single source professional engineering services for design and contract administration for aqueduct repairs.

BACKGROUND

At the 2018 07 16 meeting of Council, Council accepted the Five Year Capital Road Reconstruction Plan (2019-2023) as information which includes the recommendation that portions of the small aqueducts on Farwell Terrace and Central Street be replaced in 2019 as per engineering recommendations from biennial structural inspections completed by STEM Engineering.

Based on the recommendations, a contract was designed, prepared and tendered. The cost of this tender was well above the 2019 budget for aqueduct repairs and therefore in order to meet budget, STEM recommended that the Farwell Terrace portion of the contract be deferred to 2020, as these repairs were less urgent.

ANALYSIS

As the majority of the design of the Farwell Terrace Aqueduct repairs were previously completed by STEM Engineering, it would be wise to retain STEM to provide design and contract administration services for this project, which has been deferred to 2020.

In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be single sourced to STEM Engineering. This firm has already completed inspections and design of this aqueduct and such continuity is in the best interests of the City.

FINANCIAL IMPLICATIONS

STEM's fee estimate for this work is \$62,000 excluding HST. The Engineering Division will work with STEM to develop an engineering agreement that will be brought to Council at a future meeting.

STEM's engineering fees can be accommodated within the \$1,225,000 approved for aqueducts and bridges during the 2020 Capital Budget deliberations. After this construction project is tendered, staff will recommend contract award and present the overall project budget to Council for approval.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

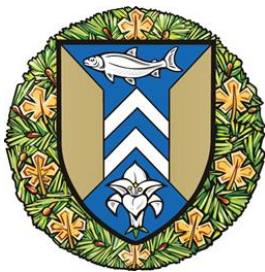
Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 03 09 concerning Farwell Terrace Aqueduct Repairs consultant selection be received, and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement will be brought to Council for approval at a future meeting.

Respectfully submitted,



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



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

COUNCIL REPORT

March 9, 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: Supervisory Control and Data Acquisition Upgrades

PURPOSE

The purpose of the report is to request by-law approval for award of a Supervisory Control and Data Acquisition (SCADA) contract, and single sourcing an Engineering Services fee amendment to proceed with the implementation phase of the work.

BACKGROUND

The existing SCADA architecture and network for wastewater treatment infrastructure requires replacement and upgrade. The architecture hardware upgrade is proposed as the first phase, whereas, the network components, and fibre upgrades are anticipated to be addressed in future phases. At the December 10, 2018 Council meeting, an Engineering Agreement with AECOM was approved, for services related to preparation and issuance of an RFP for the first phase of the proposed SCADA hardware upgrades. Staff indicated that they would be returning back to Council with a recommendation of award of the SCADA contract, and increase to the engineering fees for the implementation phase of the project.

ANALYSIS

The City previously worked with AECOM as a SCADA consultant, and the PUC as the operator to review options. An inventory of equipment was developed with an analysis of options for replacement. Through this process the preferred solution was identified, which includes replacing the current system with thin client technology.

An RFP was then developed to obtain prices for the recommended option. Two service providers submitted sealed proposals on December 12, 2019. The proposals were evaluated by a group comprised of City staff and one member of the Consulting team. The results are summarized in the attached report. Based on the submitted proposals, Summa Engineering is recommended as the preferred vendor, for a price of \$457,778.71, excluding HST. The proposed cost is lower than the engineer's estimate of \$537,400.

To implement the upgrades, the additional engineering fees mentioned in the December 10, 2018 report to Council are estimated at \$145,400 excluding HST. A value of \$29,800 has been approved by Council to date for RFP work and alarm modification review. Therefore, a total AECOM fee of \$175,200, excluding HST is required.

FINANCIAL IMPLICATIONS

When recoverable HST is removed, the City's cost to complete the work in this phase of the project is estimated to be approximately \$645,000. This cost can be accommodated within the remaining 2018 sanitary budget allowance for SCADA of approximately \$760,000.

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 bylaw 2020-66 in relation to the Summa Engineering contract of \$458,000, and bylaw 2020-67 in relation to the single sourcing and AECOM fee amendment of \$175,200 can be found elsewhere on the agenda.

Respectfully submitted,



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

Catherine Taddo, P.Eng.
Land Development and Environmental Engineer
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

February 10, 2020

Project #
60595209

Dear Ms. Taddo

**Subject: RFP A-17-5-06: Computer Hardware and SCADA Upgrades
Service Provider Selection Report**

We have reviewed, with City staff, the proposals received by the City Clerk's office on Thursday, December 12, 2019 for the above project and present herewith our report on the proposal evaluation process and results.

1.0 Introduction

The City initiated a project to complete computer hardware and SCADA system upgrades for its wastewater facilities. To date this has included the following:

- Review of options and recommended approach to upgrade outdated wastewater SCADA system hardware and software as detailed in AECOM's "SCADA Architecture Upgrades Study Report" dated August 31, 2018;
- Review of options and recommended approach to upgrade the Public Works (PW) wastewater alarm notification system as detailed in AECOM's "Public Works Alarm Notifications Upgrades Report" dated December 6, 2018; and
- Preparation of a Request for Proposals to select a preferred Service Provider to implement the recommended SCADA hardware and software upgrades and Public Works alarm notifications solution.

This report summarizes the proposals received and the results of the proposal evaluation process.

2.0 Summary of Proposals

Two (2) Service Providers submitted sealed proposals for RFP A-17-5-06 to the City's Engineering Division prior to the closing time of 3:00 p.m. on Thursday, December 12, 2019.

The proposals were opened by City staff and distributed to the proposal evaluation committee consisting of one Public Works staff member, one City Information Technology staff member and one AECOM staff member. Proposal deposits, which were in the form of certified cheques, were retained by the City.

3.0 Proposal Evaluation Process and Results

Prior to the receipt of proposal submissions, an evaluation process and scoring system was developed by AECOM and vetted with City staff. The proposal evaluation process included two components; in the first instance bidders were required to meet a number of mandatory evaluation criteria which were graded as "pass" or "fail" and provided a passing scoring was received the proposals were then evaluated based on various technical and cost

criteria. The technical evaluation included a maximum of 280 points and minimum scores were required under several of the criteria. Details of the evaluation methodology and scoring system are appended to this letter.

The proposals were evaluated by a committee consisting of three members and Summa Engineering received the highest score at 250.

3.0 Summa Engineering Experience

The vendor receiving the highest score has significant experience in completing this type of work. They have been operating since 1980 and are a systems integrator specializing in water and wastewater process automation and information systems. AECOM has direct positive working experience with Summa on past projects in southern Ontario and Summa have included a number of similar projects in their experience profile that was included with their proposal submission.

4.0 Tender Estimate

The preferred vendor's price inclusive of a \$25,000 contingency allowance was \$457,778.71 (excl. HST) is lower than the Engineer's estimate of \$537,400 (excl. HST).

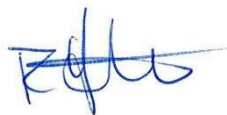
5.0 Conclusions

In summary, based on the Committee's detailed evaluation of the proposals submitted, we recommend the following:

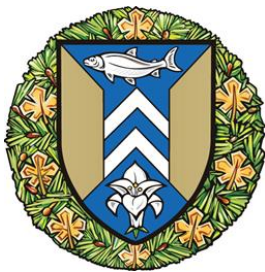
1. The City should select a Vendor to complete the Computer Hardware and SCADA System Upgrades project;
2. The City should execute the attached Form of Agreement to allow work to proceed as soon as possible. (Note: the preferred Vendor has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Vendor which will include requirements 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 Report.

Yours very truly,
AECOM Canada Ltd.



Rick Talvitie, P.Eng.
Project Manager
RT:nm
Encl.



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: DCIP – Financial Incentive Grant Applications – March 2020

PURPOSE

As part of the City's Downtown Community Improvement Plan (DCIP), a series of financial incentive grant programs have been implemented. The purpose of this report is to recommend a number of grant applications for Council's approval.

BACKGROUND

In November 2016, City Council approved a Downtown Strategy that included 46 specific recommendations focused on preserving and enhancing the Downtown, with the objective of encouraging the re-use of under-utilized downtown spaces, fostering residential development, and focusing on aesthetic improvements and place-making initiatives.

In support of this strategy, City Council, in May 2017, approved a Community Improvement Plan (legislated under Section 28 of the Planning Act) to allow for various building improvement grants for smaller businesses and commercial buildings, and tax rebates for major new development in the Downtown.

To facilitate the provisions of these grants, the City was successful in receiving \$600,000 from NOHFC, which matched the City's budget allocation for the implementation of the DCIP.

There are five grant programs from the DCIP:

- Tax Increment Equivalent Grant
- Façade Improvement Grant
- Building Activation Grant for Vacant Spaces
- Upper Floor Residential Grant
- Patio Conversion Grant

Other than the Tax Increment Equivalent Grant, all other grants are administered on a matching basis (i.e. matching private sector investment is necessary to be eligible for a grant). In addition, projects must demonstrate a comprehensive improvement, and not simply a series of selected maintenance or piece-meal upgrades. To incentivize the best possible design for projects, pre-application design fees are considered as an eligible project cost. A description of each program is outlined below:

Tax Increment Equivalent Grant: The Tax Increment Equivalent Grant (TIEG) is a financial incentive program that provides the opportunity to redevelop buildings or lands. Redevelopment typically increases the assessed value of property. To offset the increase in municipal property tax, eligible property owners may receive grants in instalments over a maximum four-year period. Before the issuance of a grant, all work associated with redevelopment or remediation must be completed, and completed work must result in an increase in the assessed value of the property (and associated property taxes). To be eligible for this program, projects must be able to demonstrate an investment of at least \$500,000.

Façade Improvement Grant: The Façade Improvement Grant (FIG) incentivizes property and business owners to address external design projects, which are often not prioritized. External façades of buildings play a critical role, both in attracting customers to a business, but also adds to a more visually appealing Downtown commercial area. To be eligible, properties must be commercially zoned. As well, projects must have a significant impact on the public realm by adding visual interest and a high level of aesthetic to the streetscape, all while respecting the character of the street and historical features of the building. A conceptual drawing from a registered design professional demonstrating colours, materials, signage, lighting, windows, doors, etc. must be submitted. Grants are administered on a matching funds basis, to a maximum of \$20,000.

Building Activation Grant for Vacant Spaces: Although there has been an improvement over the last number of years, the prevalence of vacant spaces is a major issue affecting the Downtown. The Building Activation Grant for Vacant Spaces provides developers and property owners with financial support to convert and/or rehabilitate vacant commercial properties into viable commercial uses (or residential, where permitted). Properties must be commercially zoned, and vacant. The focus of this grant is to transform interior spaces to attract long term tenants. Cosmetic and other minor improvements will only be eligible if they are part of a major renovation. The grant is administered on a matching funds basis, to a maximum of \$20,000.

Upper Floor Residential Conversion Grant: New residents are key to a successful Downtown, providing a constant market for the goods and services that are provided in this area. To encourage opportunities to create livable spaces in the Downtown, the Upper Floor Residential Conversion Grant assists property owners with the cost of

improvements related to the conversion of vacant, upper-floor commercial space to residential dwelling units. The grant is administered on a matching funds basis, to a maximum of \$15,000.

Patio Conversion Grant: Downtown is a place to gather and socialize. As demonstrated both locally and in other cities, patios associated with restaurants and bars attract people to an area. To foster the creation of these gathering spaces, the Patio Conversion Grant encourages businesses to capitalize on underutilized privately owned space by establishing permanent patio infrastructure. The grant is allocated on a matching funds basis of up to \$5,000.

ANALYSIS

The grant programs are a proven tool in attracting private sector investment into the Downtown. Included in this report is a summary of two property owners requesting a number of different grants. These projects, when completed, will contribute over \$20 million of private sector investment into the Downtown, facilitating new façade upgrades and creating new office and residential living spaces.

Address; Applicant	Grant Requested <i>Grant Amount / Total Investment</i> Description of Work								
624 Bay Street; Palladium Investments Inc. (Roger Rosset)	Façade Improvement Grant; Building Activation Grant <i>Grant: \$40,000 / Total Investment: \$320,000</i> The project seeks to activate a building that has been vacant for the past 14 years – building improvements include: a modernized façade treatment with new windows, cladding and other façade materials; renovations to accommodate two new office spaces; new parking and landscaping improvements								
110 Pim Street; ONE TEN PIM Inc. (Steve Perzia)	Tax Increment Equivalent Grant: <i>Grant: Municipal Taxes Rebated at:</i> <table> <tr> <td><i>Year One</i></td><td><i>100%</i></td></tr> <tr> <td><i>Year Two</i></td><td><i>75%</i></td></tr> <tr> <td><i>Year Three</i></td><td><i>50%</i></td></tr> <tr> <td><i>Year Four</i></td><td><i>25%</i></td></tr> </table> <i>Total Investment: \$20,000,000</i> The applicant is proposing to construct a new 103-unit multi-residential development, made up of one and two bedroom units. In addition to apartment	<i>Year One</i>	<i>100%</i>	<i>Year Two</i>	<i>75%</i>	<i>Year Three</i>	<i>50%</i>	<i>Year Four</i>	<i>25%</i>
<i>Year One</i>	<i>100%</i>								
<i>Year Two</i>	<i>75%</i>								
<i>Year Three</i>	<i>50%</i>								
<i>Year Four</i>	<i>25%</i>								

	units, the development will also accommodate amenities, including a party room, exercise room, sauna, meeting room and TV room. The project will also incorporate extensive landscaping along the street frontages.
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FINANCIAL IMPLICATIONS

The total budget to implement the Downtown Community Improvement Plan is \$1,300,000. NOHFC and the City are both contributing \$600,000, while \$90,000 is being provided through the Ontario Main Street Revitalization Initiative. The Downtown Association is also contributing \$10,000. The funding allocation for the financial incentive programs is \$600,000. The amount of grants from the applications outlined in this report will total **\$40,000**. If these grant applications are approved, **\$360,000** of the total \$600,000 will have been committed to grants.

STRATEGIC PLAN / POLICY IMPACT

Approval of these grants is consistent with the City's Corporate Strategic Plan which specifically identifies Vibrant Downtown Areas as a key strategic direction within the Quality of Life focus.

SUMMARY

The applications received to date are a positive indication of the determination of downtown property owners to invest in this area of the community, to support businesses and to attract people to the downtown. Applications recommended for approval in this report represent over **\$20 million** in new investment in the downtown.

Staff will continue to receive applications during the course of the DCIP. Applications will be accepted until the budget allocation for the financial incentive programs has been exhausted.

With respect to the administration of approved applications, grant applicants must complete the work and pay all contractors, consultants, labourers, materials, etc. in full. Projects must be completed prior to the issuance of the grant (i.e. a new façade, a leasable commercial space, new residential unit ready to be rented, or a new patio ready for service).

As well, for all construction related to approved projects, building permits must be obtained to ensure work is done in accordance with the standards prescribed by the Ontario Building Code. Once the work is completed, paid for, and inspected, the grants are then provided to the applicant. If there are any outstanding work orders, fire code violations, or zoning or other municipal by-law infractions, staff will not issue the grants.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2020 03 09, concerning the Downtown Community Improvement Plan Financial Incentive applications be received as information, and that the grant applications identified in this report be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Stephen Turco'.

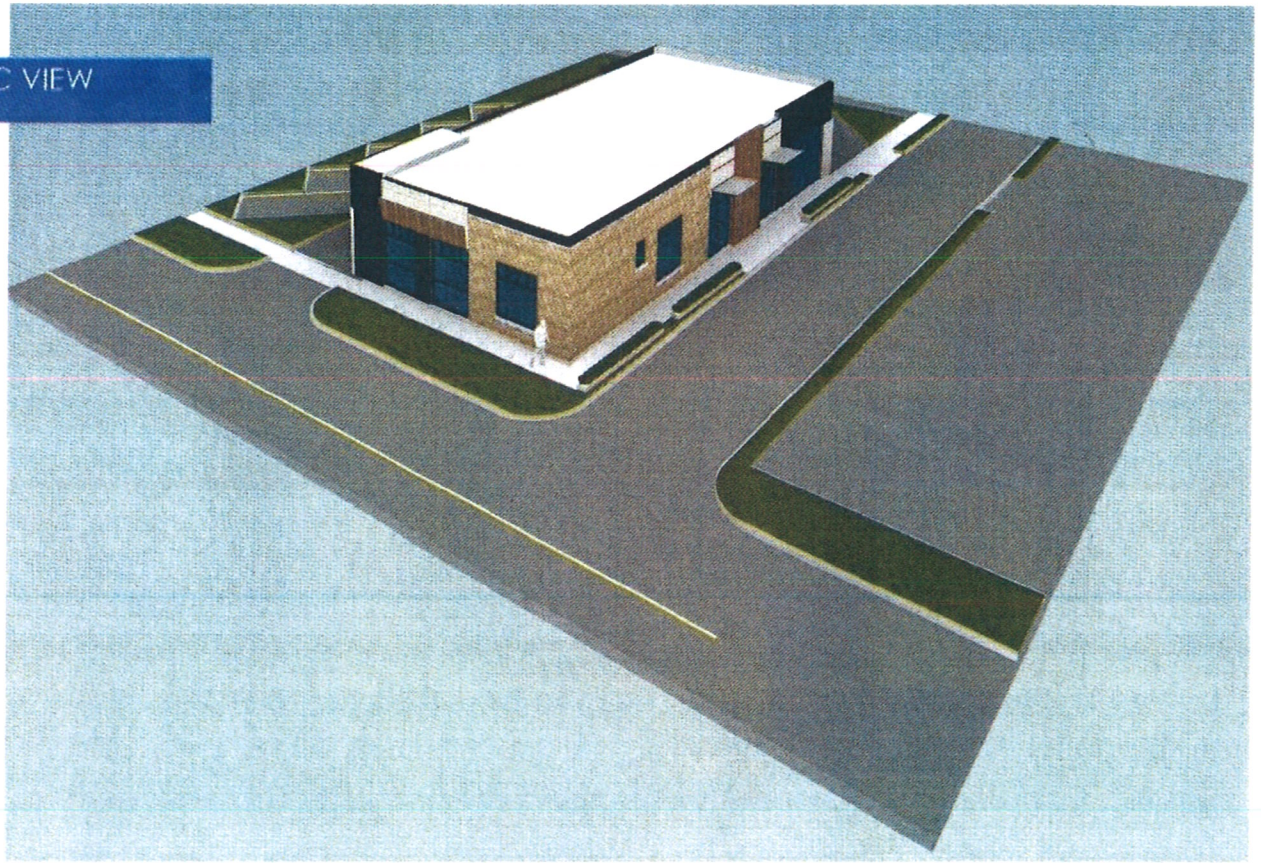
Stephen Turco, RPP

Senior Planner

705.759.5279

s.turco@cityssm.on.ca

AXONOMETRIC VIEW
SOUTHEAST VIEW



DEA INC. INTEGRATED DESIGN ENGINEERING + ARCHITECTURE
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
303.733.1111
www.dea-inc.com

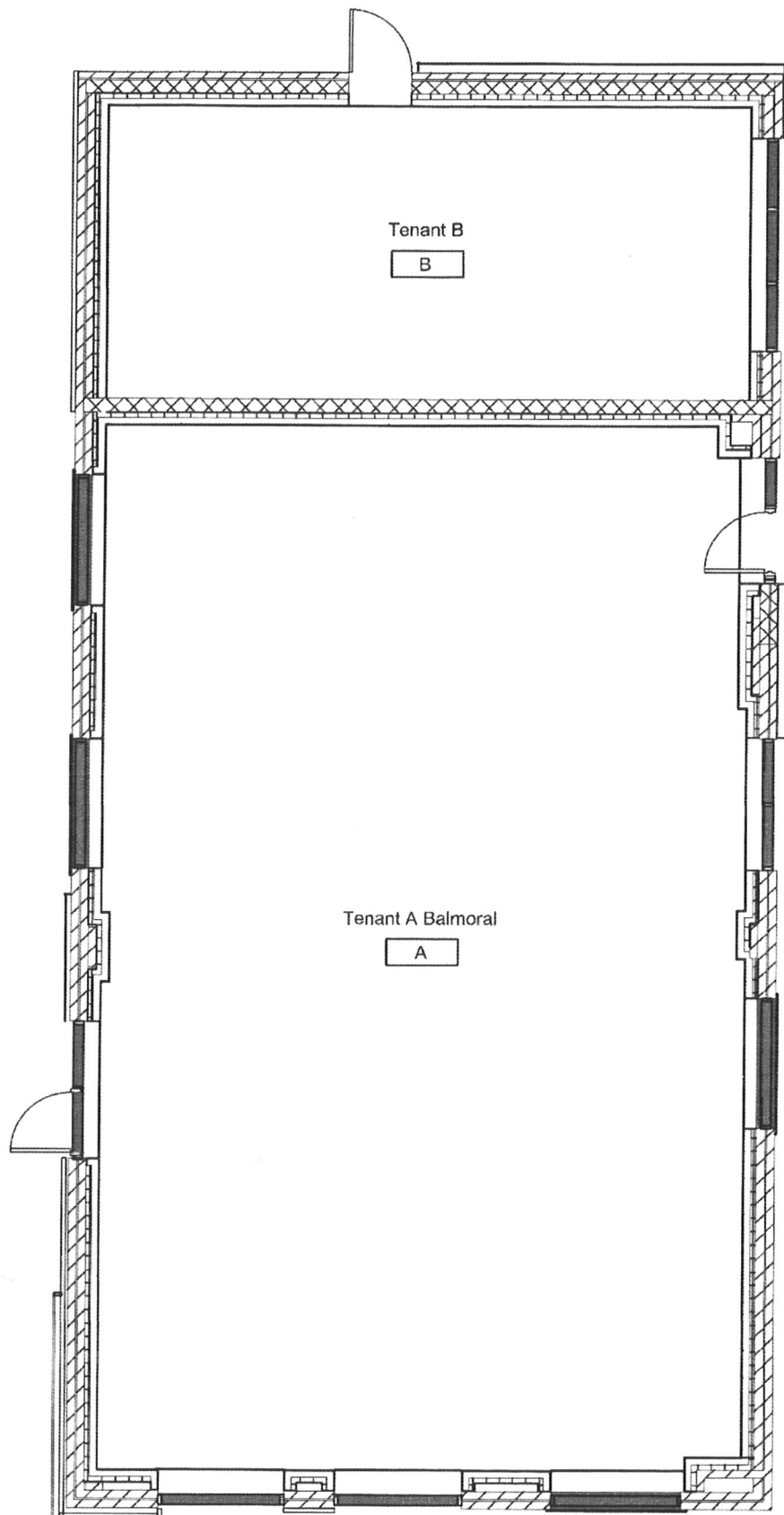
Façade Improvements – 624 Bay Street

STREET VIEW
SOUTH WEST CORNER



DEA INC. INTEGRATED DESIGN ENGINEERING + ARCHITECTURE
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
303.733.1111
www.dea-inc.com

Façade Improvements – 624 Bay Street



Interior Layout – 624 Bay Street



Elevation Plan – East View – 110 Pim Street



Elevation Plan – North View – 110 Pim Street



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

March 9, 2020

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Mayor Christian Provenzano

RE: Ronald A. Irwin Commemoration

PURPOSE

The purpose of this report is to obtain the approval of Council to recognize former Mayor Ronald A. Irwin by naming the Civic Centre in his honour.

BACKGROUND

Mayor and Council received a letter signed by a group of residents requesting that City Council find an appropriate commemoration for Ronald A. Irwin and his longstanding contributions to our community. City Council passed the following resolution on November 4, 2019:

Moved by: Councillor C. Gardi
Seconded by: Councillor M. Shoemaker

Whereas Ronald A. Irwin has served the City of Sault Ste. Marie in many capacities, including: as Member of federal Parliament from 1980 to 1984 and from 1993 to 1997, as Mayor of the City of Sault Ste. Marie from 1972 to 1974, prior to which he served as a member of Council and as a school Trustee; and

Whereas Mr. Irwin has also served the country of Canada as the Minister of Indian Affairs and Northern Development (1993 – 1997); as Ambassador to Ireland (1998 – 2001); and as Consul General of Canada in Boston (2001 – 2005); and

Whereas Ronald A. Irwin was made a Member of the Order of Canada in 1975 and awarded the Sault Ste. Marie Medal of Merit in 1999; and

Whereas it is proper and fitting for the City to consider an appropriate commemoration of Mr. Irwin's contributions to the City of Sault Ste. Marie;

Now Therefore Be It Resolved that a Committee of Council consisting of Mayor Provenzano, Councillor C. Gardi, Councillor D. Hilsinger, and Councillor M. Shoemaker with input from Mr. Irwin and/or his family be established to determine the appropriate way for the City of Sault Ste. Marie to commemorate Ronald Irwin's service to this community.

ANALYSIS

With the consent of the committee, I invited Arthur Gualazzi to join the committee and offer his perspective. Mr. Gualazzi was a City Councillor from December 1964 to December 1982. I believed Mr. Gualazzi would be able to provide the committee with a very meaningful perspective. In addition, the Clerk's office provided research materials relating to Mr. Irwin's time on City Council and the matters dealt with by the City Council during that time. The Clerk's office also provided the committee with a list of unnamed city assets.

The committee met with the benefit of the research materials, Mr. Gualazzi's perspective and the list of unnamed city assets. There were five (5) naming opportunities available on the list: the Civic Centre, the Council Chamber, Elliott Field Slow Pitch Diamond, the Boardwalk along St. Mary's River Drive, the Bus Terminal (Queen Street) and the Bellevue Park Marina.

The committee deliberated over the outlined opportunities and considered the opportunities in the context of Mr. Irwin's contributions. Specifically, the committee wanted to select an opportunity that was consistent with his contribution (something he was involved in) and commensurate with his contribution (something of substantial significance). Ron Irwin is the only political leader to have served as a school board trustee, City Councillor, Mayor, Member of Parliament, Privy Councillor, Ambassador and Consul General. Mr. Irwin served as both a City Councillor and as Mayor when key decisions were made to move forward with the waterfront redevelopment and the relocation of city hall to its current location. Further, he was the Mayor in 1974 when construction of city hall was finished and the building was opened to the public.

In the context of these considerations the committee unanimously determined that the Civic Centre is the most appropriate choice to commemorate Mr. Irwin's contributions to our community.

FINANCIAL IMPLICATIONS

A minimal financial impact is expected, being the cost of signage on the Civic Centre building and in the lobby.

STRATEGIC PLAN / POLICY IMPACT

This is a matter not articulated in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Mayor C. Provenzano dated 2020 03 09 regarding commemoration of Ronald A. Irwin be received and that the Civic Centre at 99 Foster Drive be renamed the Ronald A. Irwin Civic Centre.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Provenzano", is written over a faint, circular official stamp.

Mayor C. Provenzano

August 1, 2019

Re: The Honourable Ronald A. Irwin

To the Mayor Provenzano and Members of City Council:

The Honourable Ronald A. Irwin has an unmatched record of public service. We, the undersigned are proposing that Ron's impressive contribution be appropriately recognized by the City.

The attached document describes Ron's Municipal, Provincial, Federal and International accomplishments. It records a lifetime of public service, which is fully worthy of recognition.

Your early consideration of this request will be appreciated and welcomed.

Respectively,



Peter Nixon

Frank Caputo

Terry Rainone

Jim McAuley

Bob Davies

David Oraziatti

Celia Ross

The Honourable Ronald A. Irwin, C.M., LL.B., Q.C., P.C.

Ronald A. Irwin was born in Sault Ste. Marie. He attended the University of Western Ontario and Osgoode Hall Law School. He has been a lawyer, a Cabinet Minister and an Ambassador. He is a recipient of the Order of Canada.

From 1972 to 1974, Mr. Irwin was Mayor of Sault Ste. Marie. During his tenure on City Council, the city transformed its waterfront from industrial use to a people-oriented place. He was elected Director of both the Ontario Municipal Association and the Federation of Canadian Municipalities.

He has also held a number of positions in this community: Trustee on the Sault Ste. Marie Board of Education, Alderman and a Member of the Community Services Board and the Public Utilities Commission. He was a Director of the Sault Ste. Marie Museum, Director of the Chamber of Commerce, Director of the G. Verdi Lodge and President of the Sault Ste. Marie Law Association. Mr. Irwin officiated high school football for ten years and coached for an additional three years.

He was a member of the Canadian Radio-Television and Telecommunications Commission from 1977 to 1980 and from 1988 to 1991 he lectured government-business relations at Lake Superior State University in Michigan.

Mr. Irwin served in the governments of both Prime Minister Pierre Elliot Trudeau and Prime Minister Jean Chrétien.

In 1980, he was first elected as a Member of Parliament for Sault Ste. Marie and served as Parliamentary Secretary to the Minister of Justice and Attorney General, to the Minister of State for Social Development and to the Secretary of State for External Affairs. As Parliamentary Secretary to the Minister of Justice, Mr. Irwin served on the Committee that drafted the Canadian Constitution. He also served as Chair of the Committee that studied and reported on the effects of acid rain.

Mr. Irwin was appointed to Cabinet as Minister of Indian Affairs and Northern Development in 1993 after winning a seat in the general election of that year. He was also appointed to Treasury Board at that time.

In recognition of his work, the Frog Lake First Nation of Alberta conferred upon him the status of honorary chief. He was also made an honorary Kainai chieftain and honorary member of the Blood Band of the Blackfoot Indian Confederacy of Alberta.

The Honourable Ronald A. Irwin, C.M., LL.B., Q.C., P.C.

He retired from politics in 1997 and served as a Personal Advisor to the Prime Minister from 1997 to 1998. He was appointed Ambassador to Ireland in 1998 and served until 2001. From 2001 to 2005, Mr. Irwin served as Canada's Consul General in Boston, Massachusetts, where he focussed on trade and investment issues between Canada and New England.

He retired in 2005 to Sault Ste. Marie.

During his career, Ronald A. Irwin has received various honours:

- The Order of Canada
- The Sault Jaycee Outstanding Canadian Award
- The Queen's Jubilee Medal
- The Commemorative Medal
- The Sault Ste. Marie Conservation Man of the Year
- The Calabrian Society Award
- The British Columbia Dialogue Canada Environmental Award
- The G. Marconi Society Award
- The Sault Ste. Marie Medal of Merit
- The Bucchianico, Italy, Honorary Citizenship⁴ award
- The Golden Jubilee Medal
- The Diamond Jubilee Medal
- The Justice I.A. Vannini Award

Mr. Irwin is married to the former Margaret Frech. They have three children and eight grandchildren.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-65

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of the Local Immigration Partnership Agreement between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada (IRCC) for the period of April 1, 2020 to March 31, 2025.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Local Immigration Partnership Agreement dated March 9, 2020 between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant for the period of April 1, 2020 to March 31, 2025.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



GRANT AGREEMENT

AGREEMENT NUMBER: G213295049
ORIGINAL

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

5343 Dundas St. West, Suite 105
Etobicoke, ON, M9B 6K5
Canada

AND: Corporation of the City of Sault Ste. Marie, hereinafter referred to as the "Recipient".

99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1
Canada

Whereas the Recipient wishes to provide services and/or activities under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a Grant to the Recipient to assist it in carrying out such services and/or activities; the Department and the Recipient undertake and agree as follows:

1.0 GRANT AGREEMENT

1.1 This Grant Agreement, including the attached schedules, and any subsequent amendments thereto, constitute the entire Grant Agreement between the Department and the Recipient.

- ☒ The Grant Agreement
- ☒ Schedule A, entitled *Project Description and Intended Results*
- ☒ Schedule B, entitled *Financial Provisions*
- ☒ Schedule C, entitled *Additional Provisions*

2.0 INTERPRETATION

In this Grant Agreement, unless otherwise defined herein:

- 2.1 "Grant" means the funds provided by the Department under this Grant Agreement.
- 2.2 "Project" means the services and/or activities described in Schedule A.
- 2.3 "Eligible Costs" means the costs described in Schedule B required by the Recipient to deliver the Project.
- 2.4 "Funding Period" means the period specified in Schedule B in the section entitled *Duration of Activity / Funding Period*
- 2.5 "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year.

3.0 PURPOSE

3.1 The purpose of the Department's funding is to enable the Recipient to carry out the Project. The Recipient shall use the Grant to pay the Eligible Costs of the Project.

4.0 EFFECTIVE DATE AND DURATION

- 4.1 This Grant Agreement shall come into effect on the date it is signed by the last of the two parties to do so and shall expire at the end of the Funding Period unless the Grant Agreement is terminated on a prior date in accordance with the terms of this Grant Agreement.
- 4.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Grant Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

5.0 PAYMENT





5.1 Subject to an appropriation by Parliament of required funds, the Department will pay the Recipient a Grant in the amount specified in section 1.0 of Schedule B. The Grant will be paid in accordance with the instalment schedule set out in section 2.0 of Schedule B.

5.2 Any changes to the instalment payment schedule specified in section 2.0 of Schedule B will be made through an amendment to this Grant Agreement.

6.0 REDUCTION OR CANCELLATION OF FUNDING

6.1 The Department may, at any time, reduce or cancel its funding in the event that the amount of the appropriation is reduced or denied by Parliament. In the case of early cancellation, the Department and the Recipient will consult with respect to reallocation of any uncommitted balance of Grant funding.

7.0 RECIPIENT OBLIGATIONS

7.1 The Recipient declares and guarantees that at the time of signing the Grant Agreement, it does not have an amount owing to the Crown. Should this change during the implementation of the Project, the Recipient shall promptly inform the Department by submitting a true and accurate list of all amounts owing. Amounts due to the Recipient under this Grant Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.

7.2 To deliver the Project in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to beginning the Project, obtain required permits, licences, consents, authorizations and insurance coverage.

7.3 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.

7.4 The Recipient shall adhere to the following Official Language requirements:

- ☐ A) To organize activities, projects, and programs to forge ties between Canada's two official language communities.
- ☒ B) To annually consult with francophone minority communities about settlement programming as determined appropriate by the Department.
- ☒ C) To identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.
- ☐ D) The Department has deemed that the requirements under this section are not applicable.

7.5 Recipients have the obligation to ensure that activities and services are provided in a safe, secure and respectful environment, and that their staff have the tools and training to ensure that this occurs. The Recipient must have in place, and shall maintain in place for the entire Funding Period of the Grant Agreement, a code of conduct to prevent, investigate and respond, as required, to misconduct and wrongdoing.

8.0 PROJECT RECORDS

8.1 The Recipient shall keep and maintain proper books and records of the Grant received and of all expenditures incurred using the Grant relating to the Project during the entire Funding Period and for seven (7) years afterwards.

8.2 At the request of the Department, the Recipient shall permit reasonable access to its files, books and records by representatives of the Department during the Funding Period and for seven (7) years afterwards for the purpose of verifying the use of the Grant and compliance with the terms and conditions of this Grant Agreement. The Recipient shall permit the Department's representative(s) to take copies and extracts from such books and records, and shall also provide the Department with such additional information as the Department may require with reference to such books and records.

9.0 AMENDMENTS

9.1 This Grant Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing and signed by both parties.



10.0 REPORTING

10.1 The Recipient shall provide to the Department, at such times and in such manner as the Department may specify in Schedule A, annual reports describing results achieved to date or such other information that the Department may reasonably request for the purpose of verifying that the Project is being implemented in accordance with this Grant Agreement, including providing activities in both official languages where applicable.

11.0 CONTINUOUS ELIGIBILITY

11.1 The Recipient must, during the Funding Period, continue to meet the eligibility requirements of the Settlement Program. As such, the Recipient agrees to notify the Department within 14 days should a change in the Recipient's status render it no longer eligible for a Grant under the Settlement Program or should a change in Project activities result in the Project no longer qualifying for support under the Settlement Program.

12.0 EVALUATION

12.1 The Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation and policy analysis under the Settlement Program.

13.0 TERMINATION AND REPAYMENT REQUIREMENTS

13.1 The Department may at any time, by notice in writing, terminate the Grant Agreement in whole or in part, upon not less than one (1) month notice. In the case of early termination the Department may, in its sole discretion, demand the repayment of any Grant funds remaining in the possession of the Recipient, or allow the Recipient to retain sufficient funds to pay the legitimate costs of winding down the Project.

13.2 All communication with respect to this Grant Agreement shall be sent:

- i) in the case of the Department, to:
Director of Integration
5343 Dundas St. West, Suite 105
Etobicoke, ON, M9B 6K5
Canada
- ii) in the case of the Recipient, to:
Adrian DeVuono
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1
Canada

13.3 Any communication that is delivered will have been received on delivery; any communication sent by facsimile will be deemed to have been received one (1) day after having been sent; any communication sent by email will be deemed to have been received on the date that the email is sent; and any communication mailed by regular mail will be deemed to have been received five (5) working days after being mailed.

14.0 INDEMNIFICATION

14.1 The Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses which the Department may sustain or incur in consequence of or arising out of the Project.

15.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF THE DEPARTMENT

15.1 The Recipient and the Department expressly declare that nothing in this Grant Agreement shall be construed as creating a principal-agent, employer-employee, partnership or joint venture relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the Department.

15.2 Nothing in this Grant Agreement creates any undertaking, commitment or obligation by the Department respecting additional or future funding of the Project beyond the Funding Period, or that exceeds the amount of the Department's funding specified in section 1.0 of Schedule B. The Department shall not be liable for any debt, loan, capital lease or other obligation which the Recipient may enter into in relation to carrying out



its responsibilities under this Grant Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

16.0 PUBLIC RECOGNITION OF FUNDING

16.1 In consultation with the Department, the Recipient shall ensure visibility and provide public recognition of the Government of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This shall be done in a manner compliant with Canada's Federal Identity Program using a visual identifier and/or wording satisfactory to the Department, for example: "This project is funded [in part] by the Government of Canada / Ce projet est financé [en partie] par le gouvernement du Canada". The Department may, at its discretion, withdraw the requirement for recognition of federal funding, and will consult the Recipient to determine when the public recognition activities may resume.

17.0 CONFLICT OF INTEREST

17.1 No current or former public servant or public officer holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from this Grant Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

17.2 No member of the Senate or the House of Commons shall be admitted to any share or part of this Grant Agreement or to any benefit arising from it that is not otherwise available to the public.

18.0 ACCESS TO INFORMATION

18.1 The Recipient acknowledges that the Department is subject to the *Access to Information Act*, RSC 1985, Chapter A-1, and information obtained by the Department pertaining to this Grant Agreement may be disclosed to the public upon request under the aforementioned act.

19.0 PROACTIVE DISCLOSURE

19.1 The Recipient acknowledges that the name of the Recipient, the amount of the Grant and the general nature of the Project funded may be made publicly available by the Department in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

20.0 ASSIGNMENT

20.1 The Recipient shall not assign this Grant Agreement in whole or in part, and any assignment made is void and of no effect.

21.0 APPLICABLE LAW

21.1 The parties agree that unless otherwise specified in writing in this Grant Agreement, the law of the province or territory where the Recipient's head office is located shall be the applicable provincial or territorial law.

22.0 PRIVACY AND SECURITY OBLIGATIONS

22.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

23.0 INTELLECTUAL PROPERTY

23.1 "Intellectual Property Right" means any Intellectual Property Right recognized by law, including any protected through legislation or arising from protection of information as a trade secret or as confidential information.

23.2 Where in the course of carrying out the Project, the Recipient produces any work subject to Intellectual



Property Rights, these rights shall vest in the Recipient. However, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for the purposes of carrying out the Settlement Program objectives.

23.3 With respect to any work licensed under this section, the Recipient shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Grant Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.

23.4 Section 23.0 shall remain in effect after the expiration of this Grant Agreement.

24.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with Grant funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient.

25.0 COUNTERPARTS

25.1 This Grant Agreement may be signed in counterparts, each of which when taken together, will constitute an original Grant Agreement.

The Recipient acknowledges having read and understood the Grant Agreement in its entirety and agrees with its contents. The parties hereto have signed this Grant Agreement through duly authorized representatives:

Recipient

Christian Provenzano
Name (Print)

Mayor
Position (Print)

Signature

2020-03-09
Date (YYYY-MM-DD)

Department

Name (Print)

Position (Print)

Recipient

Rachel Tyczinski

Name (Print)

City Clerk
Position (Print)

Signature

2020-03-09
Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)



Settlement Program – Schedule A
Project Description and Intended Results

Recipient Name: Corporation of the City of Sault Ste. Marie	Agreement Number: G213295049
Agreement Title: Sault Ste. Marie (SSM) and Area Local Immigration Partnership (LIP)	Amendment Number:

PROJECT DESCRIPTION AND OBJECTIVE(S):

The Sault Ste. Marie (SSM) & Area Local Immigration Partnership (LIP) is a community-based partnership that organizes local engagement of local/regional government, immigrant serving agencies, language training providers, employment service providers, educational institutions, and cultural institutions. The partnership support community-level research and strategic planning, and ensures that there is an effective coordination of services that facilitate immigrant settlement and integration.

The Sault Ste. Marie LIP will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers in Sault Ste. Marie as well as measuring performance progress and impact through use of community data.

The objectives of the agreement are:

1. To increase the number of newcomers participating in the local labour force & to accelerate the rate at which newcomers achieve suitable employment. The LIP's goal is to establish strong linkages between employers and the settlement & mainstream service sector.
- 2.To improve newcomers' access to and use of personalized settlement services and integration supports. To support this, the LIP's goals are to increase the amount of collaboration between partnership organizations, and to build a strong foundation of information and data about both newcomers' and members' assets.
3. To improve newcomer families' social connections. The LIP's goal is for the community to offer a full suite of well-networked, newcomer-oriented services and programs to increase social connections for youth, spouses, and families.
4. To develop a regional strategy with the other LIPs, RIF and many partners, for attraction, settlement and integration, and to attain a powerful regional voice that can influence policy at the provincial and federal levels.

PLANNED ACTIVITIES:

Activity: 1 - Indirect - Local Immigration Partnership

Activity Narrative: Over the next five years, the Sault Ste. Marie and Area LIP will develop and guide the implementation of an updated settlement and integration strategy that supports the City of Sault Ste. Marie's strategic goal of rejuvenating demographics, revitalizing the workforce, and building a welcoming community where newcomers fully participate in all aspects of community life.

Year 1: The LIP will complete research on and development of the Theory of Change and publish an updated five-year strategic plan. The LIP will assemble working groups around the five priority areas and produce an integrated action plan, and convene an Executive Council to reflect an updated governance structure. The LIP will launch the public awareness and education campaign and guide the work of the Coalition of Inclusive Municipalities (CIM) committee towards the creation of an action plan for the City of SSM. Working in collaboration with Indigenous and First Nations groups, The LIP, in consultation with IRCC, will produce and distribute a video designed to educate newcomers about Indigenous culture upon arrival. The LIP will focus on delivering Intercultural Competency Training to employers to support the Rural and Northern Immigration Pilot program. The LIP will host its annual Immigration Forum.

Year 2: The LIP will coordinate the implementation of the strategic action plan across priority areas, while conducting evaluation and research to track progress on collective impact outcomes. The LIP will develop a report card to measure the community's score for welcoming and inclusion indicators. The LIP will implement and evaluate a strategic communications plan, direct and promote the CIM committee within the City of SSM, and advance intercultural competency and communication through training, workshops, open dialogues, and other events. The LIP will host its annual Immigration Forum. The LIP, in consultation with IRCC, will complete production of a video designed to educate newcomers about Indigenous culture upon arrival.

Year 3: The LIP will continue to coordinate the implementation of the action plan in priority areas, while conducting evaluation and research to track progress on collective impact outcomes. A summary report will be submitted to the Executive Council for evaluation and with recommendations implemented by action



PROJECT DESCRIPTION AND INTENDED RESULTS (cont'd)

teams to ensure continuous improvement. The LIP will engage relevant community organizations to activate/launch the multicultural centre based on the feasibility assessment. The LIP will host its annual Immigration Forum.

Year 4: The LIP will continue coordinate implementation of action items, while collecting qualitative and quantitative data to measure progress on collective impact outcomes established in strategic plan. The LIP will complete an updated three-year communications strategy and revisit the CIM committee action plan to update priority recommendations. The LIP will complete research and evaluation on the Rural and Northern Immigration Pilot program as required by IRCC. The LIP will host its annual Immigration Forum.

Year 5: The LIP will continue to coordinate activities identified in the action plan and compile qualitative and quantitative data from years 1-5 to measure population-level impact and assess performance. A final report, summarizing the results of the five-year strategy, will be completed and shared with the community as part of accountability and openness. The LIP will engage the Executive Council – and other individuals from the partnership network – to undertake consultations, workshops, and other activities as part of an updated strategic planning process. The LIP will host its annual Immigration Forum.

A report based on each year's activities/data/information/development plan will be submitted within 10 days of the end of each fiscal year, 2020-2025.

A report based on Year 1-5 activities/data/information/development plan will be submitted within 60 days of the end of the fiscal year 5 for 2020-2025

Output Description: The LIP will report data to IRCC that reflects outputs related to its activity in connecting organizations, catalyzing change, communicating information and driving collective impact. The LIP will report findings at the end of each fiscal year.

EXPECTED OUTCOMES:

- Provision of settlement services is consistent, innovative and coordinated
- Partners deliver responsive and coordinated settlement and community services

REPORTING:

- The Recipient shall submit a progress report summarizing the achievements of the Project to date against the Project objectives(s), planned activities and expected outcomes within **30 days** following the end of each Fiscal Year, except for the final year of the Grant Agreement where no progress report is due.
- The Recipient shall submit a comprehensive final report or an evaluation detailing the actual achievements of the Project objectives(s), planned activities and expected outcomes within **60 days** following the end of the Funding Period.
- Additional reporting may be requested by the Department at any time.



Settlement Program – Schedule B
Financial Provisions

Recipient Name: Corporation of the City of Sault Ste. Marie		Agreement Number: G213295049	
Address: 99 Foster Drive Sault Ste. Marie, ON, Canada P6A 5N1			
Telephone Number: (705) 759-5485		Amendment Number:	
Agreement Title: Sault Ste. Marie (SSM) and Area Local Immigration Partnership (LIP)			

Duration of Activity / Funding Period	From:	2020-04-01 YYYY-MM-DD	To:	2025-03-31 YYYY-MM-DD	Fiscal Years:	5
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DEPARTMENTAL GRANT

1.0 GRANT AMOUNT

- 1.1 The total amount of the grant provided by the Department is \$1,297,006
- 1.2 The amount of the grant payable in each Fiscal Year of the Funding Period is as follows:
- (1) Fiscal Year [2020-2021] \$266,337
 - (2) Fiscal Year [2021-2022] \$261,663
 - (3) Fiscal Year [2022-2023] \$256,771
 - (4) Fiscal Year [2023-2024] \$256,309
 - (5) Fiscal Year [2024-2025] \$255,926

2.0 INSTALMENT SCHEDULE

2.1 The Department will make payments of the grant to the Recipient during the Funding Period in accordance with the following instalment schedule:

Fiscal Year: 2020-2021

Installment Number	Payment from	Payment to	Payment Amount	Anticipated Payment Date
1	APR	JUL	\$250,000	2020-04-20
2	AUG	NOV	\$16,337	2020-08-20

Fiscal Year: 2021-2022

Installment Number	Payment from	Payment to	Payment Amount	Anticipated Payment Date
1	APR	JUL	\$250,000	2021-04-20
2	AUG	NOV	\$11,663	2021-08-20

Fiscal Year: 2022-2023

Installment Number	Payment from	Payment to	Payment Amount	Anticipated Payment Date
1	APR	JUL	\$250,000	2022-04-20
2	AUG	NOV	\$6,771	2022-08-20



Fiscal Year: 2023-2024

Installment Number	Payment from	Payment to	Payment Amount	Anticipated Payment Date
1	APR	JUL	\$250,000	2023-04-20
2	AUG	NOV	\$6,309	2023-08-20

Fiscal Year: 2024-2025

Installment Number	Payment from	Payment to	Payment Amount	Anticipated Payment Date
1	APR	JUL	\$250,000	2024-04-20
2	AUG	NOV	\$5,926	2024-08-20

3.0 PROJECT BUDGET

3.1 The following is the Project Budget:

FISCAL YEAR	PROGRAM DELIVERY	ADMINISTRATIVE	CAPITAL	TOTAL GRANT
2020-2021	\$261,115	\$5,222	\$0	\$266,337
2021-2022	\$244,545	\$17,118	\$0	\$261,663
2022-2023	\$239,973	\$16,798	\$0	\$256,771
2023-2024	\$239,541	\$16,768	\$0	\$256,309
2024-2025	\$239,183	\$16,743	\$0	\$255,926
TOTAL COST CATEGORY	\$1,224,357	\$72,649	\$0	\$1,297,006



4.0 ELIGIBLE COSTS

Fiscal Year: 2020-2021

PROGRAM DELIVERY

Line Item	Description/Details	Amount for Fiscal Year
Salaries, wages and benefits	1 Executive Assistant/Researcher	\$46,942
Salaries, wages and benefits	1 Program Coordinator	\$71,451
Salaries, wages and benefits	1 Outreach Assistant	\$61,577
Conferences and workshops	Annual Immigration Forum	\$8,000
Publicity	"Community Readiness": supports the implementation of specific activities as determined by the Coalition of Inclusive Municipalities (CIM) committee action plan: posters, social media marketing brochures, videos, newsletter to promote intercultural values and the benefits of increased diversity throughout the Corporation of the City of Sault Ste. Marie (municipality) and the community-at-large	\$6,000
Overhead	Printing and Photocopying, Printer Ink, Coordinator's cell phone	\$1,000
Delivery assistance	1 video educating newcomers about Indigenous/First Nations culture and history (national distribution)	\$6,000
Salaries, wages and benefits	MERCs/Benefits	\$54,891
Training and professional development	2 employees x \$500/year for professional development	\$1,000
Publicity	200 canvas bags + printing x \$15/bag	\$1,000
Conferences and workshops	5 x 100 Executive Council Breakfast meetings, 5 x 100 Council of Inclusive Municipalities (CIM) committee meetings	\$1,000
Travel, accommodation and related costs	Travel to attend national immigration conference or bi-annual NoLIP meeting	\$1,800
GST/HST		\$454

Total Program Delivery: \$261,115

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	2%	\$5,222

Total Administrative: \$5,222

Total Maximum Grant for Fiscal Year: \$266,337



Fiscal Year: 2021-2022

PROGRAM DELIVERY

Line Item	Description/Details	Amount for Fiscal Year
Salaries, wages and benefits	1 Program Coordinator	\$73,898
Salaries, wages and benefits	1 Outreach Assistant	\$62,808
Conferences and workshops	Annual Immigration Forum	\$10,000
Publicity	"Community Readiness": supports the implementation of specific activities as determined by the Coalition of Inclusive Municipalities (CIM) committee action plan: posters, social media marketing brochures, videos, newsletter to promote intercultural values and the benefits of increased diversity throughout the Corporation of the City of Sault Ste. Marie (municipality) and the community-at-large	\$19,000
Salaries, wages and benefits	MERCs/Benefits	\$41,695
Training and professional development	2 employees x \$500/year for professional development	\$1,000
Publicity	200 canvas bags + printing x \$15/bag	\$3,000
Conferences and workshops	5 x 100 Executive Council Breakfast meetings, 5 x 100 Council of Inclusive Municipalities (CIM) committee meetings	\$1,000
Travel, accommodation and related costs	Staff travel	\$3,000
Training and professional development	Intercultural Competency Training	\$1,000
Publicity	Sponsorships to cultural associations/groups to support cultural activities (6 x \$500)	\$3,000
Publicity	Annual Newcomer Day multicultural festival in Sault Ste. Marie	\$5,000
GST/HST	GST/HST	\$1,144
Research	Commission third-party research	\$15,000
Delivery assistance	1 video educating newcomers about Indigenous/First Nations culture and history (national distribution)	\$4,000

Total Program Delivery: \$244,545

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	7%	\$17,118

Total Administrative: \$17,118

Total Maximum Grant for Fiscal Year: \$261,663



Fiscal Year: 2022-2023

PROGRAM DELIVERY

Line Item	Description/Details	Amount for Fiscal Year
Salaries, wages and benefits	1 Program Coordinator	\$75,376
Salaries, wages and benefits	1 Outreach Assistant	\$64,065
Conferences and workshops	Annual Immigration Forum	\$10,000
Publicity	"Community Readiness": supports the implementation of specific activities as determined by the Coalition of Inclusive Municipalities (CIM) committee action plan: posters, social media marketing brochures, videos, newsletter to promote intercultural values and the benefits of increased diversity throughout the Corporation of the City of Sault Ste. Marie (municipality) and the community-at-large	\$15,000
Salaries, wages and benefits	MERCs/Benefits	\$42,529
Training and professional development	2 employees x \$500/year for professional development	\$1,000
Publicity	200 canvas bags + printing x \$15/bag	\$3,000
Conferences and workshops	5 x 100 Executive Council Breakfast meetings, 5 x 100 Council of Inclusive Municipalities (CIM) committee meetings	\$1,000
Travel, accommodation and related costs	Staff travel	\$3,000
Training and professional development	Intercultural Competency Training	\$1,000
Publicity	Sponsorships to cultural associations/groups to support cultural activities (6 x \$500)	\$3,000
Publicity	Annual Newcomer Day multicultural festival in Sault Ste. Marie	\$5,000
GST/HST	GST/HST	\$1,003
Research	Commission third-party research	\$15,000

Total Program Delivery: \$239,973

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	7%	\$16,798

Total Administrative: \$16,798

Total Maximum Grant for Fiscal Year: \$256,771



Fiscal Year: 2023-2024

PROGRAM DELIVERY

Line Item	Description/Details	Amount for Fiscal Year
Salaries, wages and benefits	1 Program Coordinator	\$76,883
Salaries, wages and benefits	1 Outreach Assistant	\$65,346
Conferences and workshops	Annual Immigration Forum	\$10,000
Publicity	"Community Readiness": supports the implementation of specific activities as determined by the Coalition of Inclusive Municipalities (CIM) committee action plan: posters, social media marketing brochures, videos, newsletter to promote intercultural values and the benefits of increased diversity throughout the Corporation of the City of Sault Ste. Marie (municipality) and the community-at-large	\$14,000
Salaries, wages and benefits	MERCs/Benefits	\$43,380
Training and professional development	2 employees x \$500/year for professional development	\$1,000
Publicity	200 canvas bags + printing x \$15/bag	\$3,000
Conferences and workshops	5 x 100 Executive Council Breakfast meetings, 5 x 100 Council of Inclusive Municipalities (CIM) committee meetings	\$1,000
Travel, accommodation and related costs	Staff travel	\$3,000
Training and professional development	Intercultural Competency Training	\$1,000
Publicity	Sponsorships to cultural associations/groups to support cultural activities (6 x \$500)	\$3,000
Publicity	Annual Newcomer Day multicultural festival in Sault Ste. Marie	\$5,000
GST/HST	GST/HST	\$932
Research	Commission third-party research	\$12,000

Total Program Delivery: \$239,541

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	7%	\$16,768

Total Administrative: \$16,768

Total Maximum Grant for Fiscal Year: \$256,309



Fiscal Year: 2024-2025

PROGRAM DELIVERY

Line Item	Description/Details	Amount for Fiscal Year
Salaries, wages and benefits	1 Program Coordinator	\$78,421
Salaries, wages and benefits	1 Outreach Assistant	\$66,653
Conferences and workshops	Annual Immigration Forum	\$10,000
Publicity	"Community Readiness": supports the implementation of specific activities as determined by the Coalition of Inclusive Municipalities (CIM) committee action plan: posters, social media marketing brochures, videos, newsletter to promote intercultural values and the benefits of increased diversity throughout the Corporation of the City of Sault Ste. Marie (municipality) and the community-at-large	\$11,000
Salaries, wages and benefits	MERCs/Benefits	\$44,247
Training and professional development	2 employees x \$500/year for professional development	\$1,000
Publicity	200 canvas bags + printing x \$15/bag	\$3,000
Conferences and workshops	5 x 100 Executive Council Breakfast meetings, 5 x 100 Council of Inclusive Municipalities (CIM) committee meetings	\$1,000
Travel, accommodation and related costs	Staff travel	\$3,000
Training and professional development	Intercultural Competency Training	\$1,000
Publicity	Sponsorships to cultural associations/groups to support cultural activities (6 x \$500)	\$3,000
Publicity	Annual Newcomer Day multicultural festival in Sault Ste. Marie	\$5,000
GST/HST	GST/HST	\$862
Research	Commission third-party research	\$11,000

Total Program Delivery: \$239,183

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	7%	\$16,743

Total Administrative: \$16,743

Total Maximum Grant for Fiscal Year: \$255,926



Settlement Program – Schedule C
Additional Provisions

Recipient Name: Corporation of the City of Sault Ste. Marie	Agreement Number: G213295049
Agreement Title: Sault Ste. Marie (SSM) and Area Local Immigration Partnership (LIP)	Amendment Number:

The provisions of this Schedule shall be interpreted in conformity with those of the Grant Agreement concluded by the Department with the Recipient.

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
2. The Recipient will advise the Department at least 30 days in advance of any special event the Recipient wishes to organize in connection with the Grant Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. The Recipient consents to having the Department or its designates participate in any such event.

Performance Monitoring and Outcome Reporting:

1. Further to section 12.0 of the Grant Agreement, the Department may request that the Recipient carry-out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the Department to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Recipient-run surveys to measure project-level outcomes of clients in priority areas determined by the Department.

Lobbying and Advocacy:

1. The parties agree that the Recipient will be considered in default of the Grant Agreement should any of the services and/or activities contemplated by this Grant Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) be organized with the express intent of lobbying or advocating against government policies or programs.
2. The parties further agree that where the Recipient has shared plans with the Department about planned services and/or activities and the Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the services and/or activities, the Recipient will either eliminate the services and/or activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the services and/or activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Grant Agreement.

Redistribution of Funding:

1. Grants will not be used for projects where funding provided to a Recipient is to be further distributed to one or more persons or entities. The Recipient may not redistribute funds to a sub-agreement holder to carry out all or part of the Project funded under this Grant Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-66

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and Summa Engineering Limited for engineering services for computer hardware and SCADA upgrades.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 9, 2020 between the City and Summa Engineering Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for computer hardware and SCADA upgrades.

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 9th day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

CCDC 2

stipulated price contract

2 0 0 8

The Corporation of the City of Sault Ste. Marie Computer Hardware and SCADA Upgrades

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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- GC 3.3 Temporary Work
- GC 3.4 Document Review
- GC 3.5 Construction Schedule
- GC 3.6 Supervision
- GC 3.7 Subcontractors and Suppliers
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
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- GC 9.2 Toxic and Hazardous Substances
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

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- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

- GC 12.1 Indemnification
- GC 12.2 Waiver of Claims
- GC 12.3 Warranty

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

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on the 9th day of March in the year 2020.

by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "*Owner*"

and

Summa Engineering Limited

hereinafter called the "*Contractor*"The *Owner* and the *Contractor* agree as follows:**ARTICLE A-1 THE WORK**The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
City of Sault Ste. Marie Computer Hardware and SCADA Upgrades

located at

insert above the name of the Work

Various City of Sault Ste. Marie Wastewater Facilities

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

insert above the Place of the Work

is acting as and is hereinafter called the "*Consultant*" and

insert above the name of the Consultant

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and
- 1.3 commence the *Work* by the 16th day of March in the year 2020 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the 30th day of November in the year 2020.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

*

Section 00100 - Instructions to Bidders
Section 00200 - Definitions
Section 00300 - Stipulated Price Proposal
Section 00300 - Appendix A - List of Proposal Documents
Section 00300 - Appendix B - List of Subcontractors and Suppliers
Section 00300 - Appendix C - Alternative Prices
Section 00300 - Appendix D - Breakdown of Total Proposal Price and Schedule
Section 00800 - Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS

Section 01110 - Summary of Work
Section 01135 - Co-Ordination
Section 01140 - Work Restrictions
Section 01150 - Project Meetings
Section 01200 - Alternatives
Section 01210 - Allowances
Section 01290 - Measurement and Payment
Section 01320 - Project Schedules and Progress Reports
Section 01330 - Submittals
Section 01330A - Submittals - Supplement A - Sample Submittal Cover Sheet
Section 01340 - Operating and Maintenance Data
Section 01410 - Regulatory Requirements
Section 04120 - Reference Standards
Section 01610 - Common Product Requirements
Section 01740 - Cleaning
Section 01760 - Warranty Work
Section 01770 - Closeout Procedures
Section 01780 - Closeout Submittals
Section 01810 - Testing and Commissioning

Section 00100 APPENDIX I

Figure 1 - City of SSM Existing Scada Network Architecture

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

Four Hundred Fifty-Seven Thousand, Seven Hundred and Seventy-Eight --- 71 /100 dollars \$ 457,778.71

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

Fifty-Nine Thousand, Five Hundred and Eleven ----- 23 /100 dollars \$ 59,511.23

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

Five Hundred Seventeen Thousand, Two Hundred and Eighty-Nine ----- 94 /100 dollars \$ 517,289.94

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of Ten _____ percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

(1) 2% per annum above the prime rate for the first 60 days.

(2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

Royal Bank of Canada

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, Ontario P6A 5N1

address

705-541-7165

facsimile number

c.taddo@cityssm.on.ca

email address

Contractor

Summa Engineering Limited

*name of Contractor**

3230A American Drive, Mississauga, Ontario L4V 1B3

address

905-678-0444

facsimile number

drubino@summaeng.com

email address

Consultant

AECOM Canada Ltd.

*name of Consultant**

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

address

705-942-3642

facsimile number

rick.talvitie@aecom.com

email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.

- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste. Marie

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

Summa Engineering Limited

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.

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DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

1. **Change Directive**
A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.
2. **Change Order**
A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:
 - a change in the *Work*;
 - the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
 - the extent of the adjustment in the *Contract Time*, if any.
3. **Construction Equipment**
Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.
4. **Consultant**
The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*. The term *Consultant* means the *Consultant* or the *Consultant's* authorized representative.
5. **Contract**
The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.
6. **Contract Documents**
The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS and amendments agreed upon between the parties.
7. **Contract Price**
The *Contract Price* is the amount stipulated in Article A-4 of the Agreement - CONTRACT PRICE.
8. **Contract Time**
The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement - THE WORK from commencement of the *Work* to *Substantial Performance of the Work*.
9. **Contractor**
The *Contractor* is the person or entity identified as such in the Agreement. The term *Contractor* means the *Contractor* or the *Contractor's* authorized representative as designated to the *Owner* in writing.
10. **Drawings**
The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.
11. **Notice in Writing**
A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.
12. **Owner**
The *Owner* is the person or entity identified as such in the Agreement. The term *Owner* means the *Owner* or the *Owner's* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*.
13. **Place of the Work**
The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.
14. **Product**
Product or Products means material, machinery, equipment, and fixtures forming the *Work*, but does not include *Construction Equipment*.

15. **Project**
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.
16. **Provide**
Provide means to supply and install.
17. **Shop Drawings**
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.
18. **Specifications**
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.
19. **Subcontractor**
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.
20. **Substantial Performance of the Work**
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
21. **Supplemental Instruction**
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.
22. **Supplier**
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.
23. **Temporary Work**
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.
24. **Value Added Taxes**
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.
25. **Work**
The *Work* means the total construction and related services required by the *Contract Documents*.
26. **Working Day**
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
 - .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.7 If there is a conflict within the *Contract Documents*:
 - .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 1 of the *Specifications*,
 - technical *Specifications*,
 - material and finishing schedules,
 - the *Drawings*.
 - .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
 - .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
 - .4 later dated documents shall govern over earlier documents of the same type.
- 1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.
- 1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant's* property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.
- 1.1.10 Models furnished by the *Contractor* at the *Owner's* expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.
- 2.1.3 If the *Consultant's* employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

- 2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.
- 2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.
- 2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant's* responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.
- 2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.
- 2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor's* failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.
- 2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.
- 2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.
- 2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.
- 2.2.10 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.
- 2.2.12 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.

- 2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.
- 2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals, in accordance with the *Contract Documents*.
- 2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.
- 2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant's* knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.
- 2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner's* acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

- 2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.
- 2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant's* instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.
- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.
- 2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor's* expense.
- 2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.
- 2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.
- 2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

- 2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.
- 2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor's* expense.
- 2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

- 3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

- 3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.
- 3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contract*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Contractor* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.
- 3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

- 3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 3.3.3 Notwithstanding the provisions of GC 3.1 - CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 DOCUMENT REVIEW

- 3.4.1 The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall be to the best of the *Contractor's* knowledge, information and belief and in making such review the *Contractor* does not assume any responsibility to the *Owner* or the *Consultant* for the accuracy of the review. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the *Contract Documents*, which the *Contractor* did not discover. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*.

GC 3.5 CONSTRUCTION SCHEDULE

- 3.5.1 The *Contractor* shall:
- .1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;
 - .2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

- 3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor's* appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- 3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
- .1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;
 - .2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and
 - .3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.
- 3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.
- 3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

- 3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor's* or *Supplier's* work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.
- 3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.
- 3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.
- 3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.
- 3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.
- 3.10.6 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.
- 3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:
- .1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.
- 3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.
- 3.10.10 The *Consultant's* review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.
- 3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents*, unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.
- 3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

- 3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.
- 3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.
- 3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

- 3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.
- 3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.
- 4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.
- 4.2.2 The contingency allowance includes the *Contractor's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.
- 5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.
- 5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:
 - .1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor's* application for payment,
 - .2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Consultant* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.
- 5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor's* list and application:
- .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.
- 5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

- 5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

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

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

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

GC 6.2 CHANGE ORDER

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

GC 6.3 CHANGE DIRECTIVE

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

GC 6.5 DELAYS

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

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

PART 7 DEFAULT NOTICE

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

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

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

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

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

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

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

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

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

GC 8.3 RETENTION OF RIGHTS

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

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

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

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

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

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

GC 9.3 ARTIFACTS AND FOSSILS

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

GC 9.4 CONSTRUCTION SAFETY

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

GC 9.5 MOULD

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

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

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

GC 10.3 PATENT FEES

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

GC 10.4 WORKERS' COMPENSATION

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

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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

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

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

- 12.1.1 Without restricting the parties' obligation to indemnify as described in paragraphs 12.1.4 and 12.1.5, the *Owner* and the *Contractor* shall each indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or
 - (2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.1.2 The obligation of either party to indemnify as set forth in paragraph 12.1.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.
- 12.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.1.1 and 12.1.2 shall be inclusive of interest and all legal costs.
- 12.1.4 The *Owner* and the *Contractor* shall indemnify and hold harmless the other from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.
- 12.1.5 The *Owner* shall indemnify and hold harmless the *Contractor* from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.1.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Contractor*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.2 WAIVER OF CLAIMS

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

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

GC 12.3 WARRANTY

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

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

CCDC 41 CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

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

Association
of Canadian
Engineering
Companies

Canadian
Construction
Association

Construction
Specifications
Canada

The Royal
Architectural
Institute of Canada

www.ccdc.org

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-67

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for fee addendum for the SCADA system upgrades.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 9, 2020 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for a fee addendum for the SCADA system upgrades.

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 9th day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Fee Addendum Authorization

☒ **Client Contract Change**
☐ **Sub Contract Change**
Project Name: SCADA System Upgrades

Change No.: 2

AECOM Project No.: 60595209

Date: 27-Feb-20

Client/Sub Name: City of Sault Ste. Marie

Contract Reference No.: City SSM By-Law No. 2018-227

Subject: SCADA System Upgrades

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

Description of Change:

Fee addendum to address AECOM's effort in the next phase of the project. Details of the tasks to be undertaken by AECOM are included under Section 2.2.7 of the SCADA Architecture Upgrades Report and Section 2.1.4 of the Public Works Alarm Notifications Upgrades Report.

Fee: The agreed contract value will be: ☐ unaltered, ☒ increased, ☐ decreased by Time & Materials - (AMT)
\$142,200

Time: The agreed time for completion is ☐ unaltered, ☒ increased, ☐ decreased by 734 (calendar days)

Contract Value Summary		Time Changes Summary	
Original Contract Value	\$29,800	Original Contract Completion Date	28-Dec-19
Net value of changes previously authorized	\$3,200.00	Net Change Previously Authorized (calendar days)	0
This change	\$142,200.00	This Change (calendar days)	734
New Contract Value	\$175,200.00	New Contract Completion Date	31-Dec-21

Scope Change Approval

Rick Talvitie

AECOM Project Manager
Signature

27-Feb-20

Date

Chris Redmond, Sr. Vice President and COO

AECOM Authorized Signatory
Signature
Date

City of Sault Ste. Marie

Signature
Date
Client/Sub Authorization (Name)
Signature
Date
Client/Sub Authorization (Name)
Signature
Date

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-68

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and STEM Engineering Group Incorporated for engineering services for the Connor Road culvert rehabilitation.

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 March 9, 2020 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Connor Road culvert rehabilitation.

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 9th day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

M.E.A. / C.E.O.
CLIENT / ENGINEER AGREEMENT
FOR
Professional Consulting Services
2020
AGREEMENT CONTENTS

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 9th day of March A. D. 2020

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends have repairs carried out on the Connor Road Culvert just north of the Sixth Line/Landslide Road Interface. These repairs will include stabilization of the culvert foundations and resulting improvements to the watercourse, embankment modifications and guardrail changes all of which will improve the general safety of the public, and enhance the long-term viability of the crossing.

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

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

DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services – The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.7 are hereinafter called the 'Services'.
- c) RFP – N/A
- d) Addenda – an item of additional material, typically omissions, added
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

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

The Engineer will abide and follow the further directions and instructions provided by the Client from time to time as may be provided by the Client.

1.2 Compensation

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

1.3 Staff and Methods

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence expected of a reasonably prudent and competent Engineer and shall perform the services in accordance with the provisions of the Professional Engineer's Act, RSO 1990, C. P.28 and the regulations passed thereunder.

The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 Drawings and Documents

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

1.5 Intellectual Property

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

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

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

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

1.8 **Delays**

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

1.9 **Suspension or Termination**

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

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

1.10 **Indemnification**

The Engineer shall completely indemnify and save harmless the Client, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions,

inactions or omissions of the Engineer, its employees, agents or officers or as a result of the performance of this Agreement by the Engineer, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Engineer, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.

1.11 **Insurance**

The Engineer shall provide the following insurance coverage as set forth below and shall ensure that the Client is named as an additional insured under the following policies of insurance. Further the following insurance policies shall contain a waiver of subrogation in favour of the Client and shall further require that the Insurer not only be obliged to defend the Client in the event of any and all Claims but that the Insurer have the obligation to indemnify and save harmless the Client from any and all claims regardless of whether the Client is partially or wholly responsible for any such Claim(s) that may be made against Engineer and the Client. The Engineer shall provide a Certificate of Insurance with respect to this coverage to the Client before the commencement of the provision of the services under this Agreement:

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

1.12 **Force Majeure**

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

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

1.13 **Contracting for Construction**

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

1.14 **Assignment**

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

1.15 **Previous Agreements**

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

1.16 **Approval by Other Authorities**

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

1.17 **Sub-Consultants**

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

1.18 **Inspection (Review by the Client)**

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

1.19 **Publication**

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

1.20 **Confidential Data**

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

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

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

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
- i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
 - vi. Any award of the arbitration panel may, at the 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 Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

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

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

1.24 **Additional Conditions**

Upon completion of the hydrological evaluation, if a "Permit to Take Water" is deemed necessary, a provisional allowance will be required. We have assumed an upset of an additional \$3,000 (+ applicable taxes) to complete this application. A Category 3 Permit is not included or anticipated.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.01 Services provided by the Engineer will include preparation of Engineering Drawings (complete with repair details), specifications, tendering, contract administration, review and reporting. Review will be full time as required to suit the contractors schedule. We will be present when the contractor is to ensure the construction work complies with the intent of the contract documents; including but not limited to the drawings, specifications and general conditions.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

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

b) Site:

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

3.2 Basis of Payment

3.2.1 Not applicable

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

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

Job Classifications:

Senior Engineer \$160.00

Engineer 3 \$120.00

Designer \$95.00

Technician/Site \$85.00

Clerical \$60.00

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

3.2.2.2 Time Expended

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

3.2.3 Not applicable

3.2.4 Reimbursable Expenses

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

3.2.5 Upset Cost Limit

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees paid by the Client to the Consultant for the Services shall not exceed the total upset limit of \$62,952.00 plus applicable taxes.

(i) Not applicable

(ii) **Not applicable**

- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A.

3.3 **Payment**

3.3.1 Fees Calculated on a Time Basis

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

3.3.2 Not applicable

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

3.4 **Fee Estimate**

Our fee estimated is contained in Schedule A.

Our estimated Engineering fee for this 2020 work, under STEM project #20001, is \$62,952.00 (+HST).

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: STEM ENGINEERING GROUP INCORPORATED

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This ___ Day of _____, ____

Signature	
Name	MARK COLEMAN, P. Eng.
Title	PRINCIPAL

THE CORPORATION OF CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ___ Day of _____, 20 ____

Signature		Signature	
Name	CHRISTIAN PROVENZANO	Name	RACHEL TYCZINSKI
Title	MAYOR	Title	CITY CLERK

ARTICLE 5 – ATTACHMENTS – N/A

SCHEDULE "A"

Estimate Sheets



ENGINEERING ESTIMATE

Project: **Connor Road Culvert Repair**Project No. **20001**Description: **Engineering Design & Contract Administration - Revised
8 weeks Construction**Date: **January 28, 2020**

TASK	DESCRIPTION	HOURS	RATE	COST
Project Management	MPC, ADM	16	\$120.00	\$1,920.00
DESIGN PHASE				
Meetings	Project Initiation Meeting (AM&RM)	2	\$240.00	\$480.00
	30% Design Review Meeting (AM&RM)	2	\$240.00	\$480.00
	90% Design Review Meeting (AM&RM)	2	\$240.00	\$480.00
Survey	Topographic Survey (MB)	8	\$95.00	\$760.00
	Structural Inspection (RM)	2	\$120.00	\$240.00
Liaise/Approvals	SSMRCA/MNRF Consultation and Approvals (AM)	4	\$120.00	\$480.00
	Consultation with Utilities, Key Stakeholders (AM)	2	\$120.00	\$240.00
Engineering	Civil (AM)			
	- Review of Information	4	\$120.00	\$480.00
	- General Coordination	4	\$120.00	\$480.00
	- Preparation of Design Alternatives	2	\$120.00	\$240.00
	- Detailing	8	\$120.00	\$960.00
	Structural (RM)			
	- Review of Information	2	\$120.00	\$240.00
	- Preparation of Design Alternatives	4	\$120.00	\$480.00
	- Detailing	10	\$120.00	\$1,200.00
Drafting	Civil/Structural Drawings (MB)			
	- Review of Information	8	\$95.00	\$760.00
	- Existing Conditions and Base Plan	8	\$95.00	\$760.00
	- 3D Model Existing and Proposed Conditions	8	\$95.00	\$760.00
	- GA, Removals, Notes, Details, Plan and Profile	32	\$95.00	\$3,040.00
Specifications	General Specs (DB)	16	\$95.00	\$1,520.00

TASK	DESCRIPTION	HOURS	RATE	COST
	Contracts (DB)	8	\$95.00	\$760.00
	Review (AM/RM)	4	\$120.00	\$480.00
	Cost Estimates (DB)	4	\$95.00	\$380.00
Checking	Civil Eng. Reviews (AM)	4	\$120.00	\$480.00
	Structural Eng. Reviews (RM)	4	\$120.00	\$480.00
	Civil Tech Review (DB)	4	\$95.00	\$380.00
Supervision	Quality Assurance/Quality Control (MPC)	4	\$160.00	\$640.00
Clerical	Administrative Services (JD)	4	\$60.00	\$240.00
Disbursements	Printing (allowance)			\$500.00
TENDER PHASE				
Tendering	Tender Advertisement and Document Publish (DB)	4	\$95.00	\$380.00
	Addenda (DB)	4	\$95.00	\$380.00
	Tender Report and Coordination (DB)	4	\$95.00	\$380.00
CONSTRUCTION PHASE				
Field Services	2019 -Full-time 8 weeks, 40 hrs / wk (DB)	320	\$95.00	\$30,400.00
	2019 - Eng. support 8 weeks, 2 hrs / wk (AM/RM)	16	\$120.00	\$1,920.00
	2019/20 - Deficiency Coordination - allow (DB)	32	\$95.00	\$3,040.00
As-Builts	As-Built Drawing Package (MB)	16	\$95.00	\$1,520.00
Supervision	Quality Assurance/Quality Control (MPC)	8	\$160.00	\$1,280.00
Clerical	Construction Phase - allow (JD)	4	\$60.00	\$240.00
Allowance	Permit to take water - Allowance if required			\$3,000.00
Disbursements	Mileage - allow (\$0.55/km x 130km/wk x 8wks)	1040	\$0.55	\$572.00
	DESIGN			\$19,840.00
	TENDER			\$1,140.00
	CONSTRUCTION			\$41,972.00
	SUBTOTAL			\$62,952.00
	13% HST			\$8,183.76
	TOTAL			\$71,135.76

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-69

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and CIMA Canada Inc. to provide professional traffic engineering services.

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 March 9, 2020 between the City and CIMA Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for professional traffic engineering services.

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 9th day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

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

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2019
(VERSION 3.0)

Traffic Engineering Advisory Services

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 9 day of March 2020

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

CIMA Canada Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Retain Professional Traffic Engineering Advisory Services

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. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Consulting Engineers of Ontario (CEO)

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) 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 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. Subject to Article 1.5, 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/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

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

1.6 **Records and Audit**

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

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and 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 Engineer, 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/her 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 an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her 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 resulting from the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim 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 per occurrence and in the aggregate for general liability and \$ 2,000,000 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 \$ 2,000,000 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 Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer'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 Engineer to perform its services in an orderly and efficient manner, the Engineer 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 0 % 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/her, 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 Engineer and the Client in relation to the Contract the grievied 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 Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer 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 Engineer 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, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer 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 the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - 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 the 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 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*.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 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/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

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

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

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

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

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

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

1.23.3

Monthly Reporting of Progress

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

1.24 **Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

ARTICLE 2 – SERVICES TO BE PROVIDED

- 2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

Client RFP dated January 13, 2020 entitled Professional Traffic Engineering Services attached as Schedule C.

The contract is for an initial two-year term (maximum fee of \$30,000 per year), with a client option to extend a third year.

- 2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Engineer's proposal dated February 5, 2020 as Schedule D.

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/she 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 for this agreement

Fees Calculated on Time

Note: If you have multiple bases of payment please select "Applies" in the appropriate sections below. If one basis of payment applies, be sure it is the only option selected.

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

a) 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 detailed in the Engineer's proposal.

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.

b) 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 Upset Cost Limit

- (a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.
- (b) Included in the fee, the Engineer shall be reimbursed at cost plus an administrative charge of ____% 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 Engineer for the Services shall not exceed the total upset amount of \$_____ 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 Engineer 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 Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer 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.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 0%, for all expenses and disbursements properly incurred by the Engineer in connection with the project.

3.2.5 Lump Sum 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.

- 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.

3.3 **Payment**

3.3.1 **Fees Calculated on a Time Basis** Applies

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month.

3.3.2 **Fees Calculated on a Percentage of Cost Basis** Does Not Apply

a) Monthly Payment

The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.

b) On Award of Contract

Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her 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/her 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.

**Does Not
Applies**

3.3.3 Lump Sum

Based on a milestone basis as per the Engineer's proposal.

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied, and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 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, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

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, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of _% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: Stephen Keen, M.Sc., P.Eng.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 9 Day of March, 2020

Signature			
Name	Stephen Keen		
Title	Director Transportation		

CLIENT: _____

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This _____ Day of _____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

Schedule A: Supplementary Conditions – attached OR not used

Schedule B: Addenda – attached OR not used

Schedule C: Scope of Services – RFP attached OR not used

Schedule D: Proposal from engineer – attached OR not used

Schedule E: Other

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Attached
☐
☐
☒
☒
☐

NOTE: Attach all appropriate schedule documents as indicated (✓).



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

Professional Traffic Engineering
Advisory Services

January 13, 2020

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1.0 INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting Proposals to select a Professional Traffic Engineering Consultant to provide as-needed services for various City projects for a two-year period commencing March 1, 2020 with a possible extension for one additional year. The successful firm will be expected to enter into a CEO-MEA Standard Agreement for Professional Consulting Services subject to Council approval.

The Consultant will provide traffic engineering assistance on an as-needed basis at locations in the City to be determined. All tasks will be conducted on a work order basis. For each task performed, a specific scope of work and fee estimate will be developed by the Consultant and submitted to the City for approval prior to the start of any work. The Consultant will be paid only for work assigned and completed. Invoices shall be submitted monthly when work is assigned.

1.2 Date and Place for Receiving Proposals

All Proposals must be sealed and delivered to:

The City of Sault Ste. Marie
Engineering Division
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6

By the following date and time:

Date: Wednesday, February 5, 2020, at 11 a.m.

Proposals received later than the date and time specified will not be accepted.

The contact person for this RFP will be:

Carl Rumiel, P. Eng.
Manager, Design and Transportation Engineering
c.rumiel@cityssm.on.ca or 705-759-5379

It will be the proponent's responsibility to clarify any questions before submitting a proposal. A written addendum issued by the City of Sault Ste. Marie is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

Any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions should be addressed to Mr. Carl Rumiel, Manager, Design and Transportation Engineering, at 705-759-5379, or by e-mail c.rumiel@cityssm.on.ca.

Proposals must be limited to ten (10) pages, single sided including appendices.

1.4 Withdrawal/Decline of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

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

A committee composed of City Staff will be used in the selection process and the following points will be scored:

- 1) Consulting team's ability outlining corporate profile in Transportation Planning and Traffic Engineering; **(40 points)**
- 2) Consulting team's past experience in Transportation Planning and Traffic Engineering Project in Sault Ste. Marie; **(30 points)** and
- 3) A fee schedule indicating the name, role and rate of pay for each individual that will be assigned to these projects. This shall only include hourly rates to be charged. **(30 points)**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other Proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist in the evaluation process. Interviews may be required.

Four (4) copies of the complete proposal submission must be received.

Proponents are also required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing. The letter shall also include the following statement:

I/We confirm that the 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: Yes ___ No ___

1.7 Conditions and Requirements of 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, at 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

1.8 Proposal Left Open

The Proponent shall keep their proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

- (A) Release of RFP: January 13, 2020
- (B) Submission of Proposal: February 5, 2020
- (C) Recommendation of Award: February 24, 2020
- (D) Signing of Agreement: February 25, 2020 (pending Council approval)
- (E) Commencement of Services: March 1, 2020

The City reserves the right to alter the scheduling of items "C" to "E". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the Proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

1.14 Indemnification

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

SECTION 2

TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is requesting Proposals to select a Professional Traffic Engineering Consultant to provide as-needed services for various City traffic related issues.

The City has traffic engineering expertise in house, however, from time to time outside expertise or specialist opinions are required. It is inefficient to procure professional services for relatively small assignments. Therefore, staff obtained Council approval to procure one Traffic Specialist to provide advisory services on an as-required basis. The estimated annual budget for these services is \$30,000 and the duration of the agreement will be two (2) years with a possible extension for one (1) additional year. The specific scope of work and number of assignments is unknown at this time, however, it is anticipated that these assignments will be primarily desktop reviews with City staff doing any required data collection and/or surveying.

2.2 Existing Documentation

It will be up to the Proponent to become familiar with the details of the following documents if they see fit:

- Sault Ste. Marie Transportation Master Plan

2.3 Suggested Evaluation Criteria

The following items are criteria that the City views as important and the successful proponent may consider these in its report.

2.3.1. Transportation and Traffic Engineering

- Overall safety and service at the intersections
- Impacts on adjacent streets
- Impacts to public transit
- Impacts to emergency services vehicles
- Impacts to Para-bus vehicles/other accessible loading
- Impact to on-street and off-street parking
- Speed limits and traffic signal synchronization review
- Identify traffic operations, traffic safety, traffic engineering and active transportation specialists included on the project team.

2.3.4 Cost

- Hourly rates -Provide fixed staff rates for the first year commencing March 1, 2020. Fees will be adjusted annually based on changes to the Consumer Price Index (CPI) – All Items Ontario.

City of Sault Ste. Marie

Professional Traffic Engineering Advisory Services

Request for Proposal No. BP20007

February 5, 2020

BP20007

SUBMITTED BY CIMA CANADA INC.
400–3027 Harvester Road
Burlington, ON L7N 3G7
T: 289-288-0287 F: 289-288-0285
cima.ca

CONTACT
Stephen Keen
Stephen.keen@cima.ca
T: 289-288-0287, 6834



February 5, 2020



The City of Sault Ste. Marie
Engineering Division
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario P6A 5X6

RE: PROFESSIONAL TRAFFIC ENGINEERING ADVISORY SERVICES

CIMA Canada Inc. (CIMA+), one of Canada's premier, multidisciplinary, consulting engineering firms, is pleased to provide the City of Sault Ste. Marie (the city) with our response to the city's Request for Proposal No. BP20007.

CIMA+ brings to this project the following benefits:

- **Project Management:** CIMA+'s project management team comprises highly experienced transportation engineering professionals with a demonstrated history of successfully ensuring that projects are completed successfully and to our client's requirements.
- **Service Team:** With 2,000 employees across Canada, including over 300 personnel within Ontario, CIMA+ has a vast pool of resources upon which to rely.
- **Experience:** With a history in engineering services that stretches back nearly 30 years, CIMA+ brings an extensive level of expertise to every project we undertake.
- **Innovation:** With a highly skilled and educated team, our team is inventive, flexible, and creative which enables us to quickly adapt to project changes and/or overcome obstacles.
- **Quality Control:** CIMA+ follows a highly refined and proven Quality Control system and is ISO 9001-2015 certified, thus guaranteeing a commitment to – and adherence of – project deadlines, budget(s), and accuracy of deliverables.

I/We confirm that the 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: Yes___ No ☒

Our response has been prepared in accordance with all Request requirements. We trust that our submission will provide the city with a comprehensive overview of our understanding of your project, as well as demonstrate our capability, capacity, and dedication to the successful delivery of all services required.

Thank you for the opportunity to respond to this request and we look forward to working with you on this exciting project. Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,
CIMA Canada Inc.

Stephen Keen, P.Eng., M.Sc.
Associate Partner, Director Transportation
stephen.keen@cima.ca

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Appendices

Appendix A: Resumes

Appendix B: Project Sheets

Appendix C: Transportation Brochure

1. Corporate Overview

CIMA Canada Inc: The Firm

CIMA Canada Inc. (CIMA+) is a multidisciplinary, employee-owned, Canadian corporation that specializes in consulting engineering, project management and new technologies. Founded in 1990 CIMA+ employs nearly 2,000 personnel, over half of whom share ownership in the company. The firm has grown steadily since its inception and is active across ten main operational sectors including, Transportation, Urban Planning, Building, Energy, Environment, Industry, Infrastructure, New Technologies, Project Management, and Landscape Architecture. CIMA+ is a firm member in good standing with the Professional Engineers of Ontario and Consulting Engineers of Ontario, is CoR certified by the Infrastructure Health and Safety Association (IHSA) (cert #: 000287) and is ISO 9001-2015 certified at the office level.

CIMA+ Transportation Specialty Services

At CIMA+, we recognize that our work is more than application of technical standard – quality is key in the delivery of every project we complete. Specific to Transportation, CIMA+'s Ontario offices offer a full range of services in traffic engineering, planning, and design including the following specialties:

- | | | |
|------------------------------------|-----------------------------|--------------------------------------|
| • Traffic Safety | • Road / municipal Design | • Public Consultation |
| • Parking | • Traffic Impact Studies | • Intelligent Transportation Systems |
| • Traffic Investigations / Surveys | • Needs Analysis | • Benefit-Cost Analysis |
| • Road Safety | • Travel Demand Modelling | • Policy Development / Analysis |
| • Micro-simulation | • Master Plans | • Active Transportation Planning |
| • Traffic Signals / Illumination | • Environmental Assessments | • Feasibility Studies |
| • Traffic Calming | | • Bridge and Structure Design |

CIMA+ Key Project Experience

Many of our senior staff are considered experts in their respective fields. This is reflected in some of the important projects that they have completed as summarized below under the following five major headings:

- Transportation Modelling and Planning
- Traffic Safety
- Transportation Policies and Guidelines
- Environmental Assessments/Public Consultation
- ITS/New Technologies

Transportation Modelling and Planning

This includes TMP, Secondary Plans and Strategic Network Planning assignments

Macro, Meso and Micro modelling assignments have been conducted for large parts of the GTA:

- HOT Lane forecasting, MTO
- Area 47 Network Planning, City of Brampton
- Pan Am Games modelling for the GTA, MTO
- Veterans Parkway Extension modelling, City of Brantford
- Burlington Skyway, MTO
- Mohawk Road Extension, City of Hamilton

Transportation Master Plans and Secondary Plans, including Active Transportation:

- Active Transportation TMP, City of Vaughan
- Caledonia Master Plan, Haldimand County

	• Pedestrian Mobility Plan, City of Hamilton • Expansion Lands Secondary Plan, City of Clarence-Rockland • Courtice Secondary Plans, Town of Clarington • Bolton Residential Expansion Plan, Region of Peel
Traffic Safety CIMA+ is the leading Transportation Safety firm currently operating in Canada	• Vision Zero plans have been developed for Toronto, London, Halifax, Kingston and Durham and Peel Regions. • Safety Audits of road/transit designs at all stages of design including projects as diverse as the VIVA Next Highway 7 BRT, Highway 401 Expansion, London BRT, Hurontario LRT. • Railway safety audits have been completed for multiple municipalities throughout Ontario • In-Service-Road-Safety-Reviews have been completed for corridors throughout Ontario for numerous clients. • Network Safety Screenings and Systematic Safety Analysis have been completed for numerous municipalities and the MTO.
Transportation Policies & Guidelines CIMA+ has been entrusted with developing some of the major guiding transportation texts in place in Ontario today.	Policy and Guidelines developed by CIMA+ include: • MUTCDC Update (near completion), TAC • Canadian Traffic Calming Guide, TAC • OTM Books 5, 6, 7, 11, 12A, MTO • Parking Policies, City of Guelph • Engineering Standards for sub-standard roadways, City of Cambridge • Traffic Impact Studies Guidelines, MTO
Environmental Assessments / Preliminary Design / Public Consultation This includes feasibility studies, intersection control studies and cost-benefit analysis.	In the last 6 years alone, over 30 Class Environmental Assessments for road and active transportation improvements have been completed by our team for Ontario municipalities. Examples include: • Portage Road widening and extension, City of Vaughan • Highway 404 Collector Roads EA, City of Markham • Commissioners Road extension, City of London • Burnhamthorpe Road Class EA, City of Mississauga CIMA+ staff also includes Canada's pre-eminent expert in the planning and design of roundabouts.

2. Demonstrated Experience

2.1. Traffic Safety

CIMA+ is generally considered to be the leading Traffic Safety firm in Canada having completed most of the major Vision Zero programmes in the major urban areas of Ontario and beyond. We are also the go-to firm for many communities in Ontario when an In-Service-Road-Safety-Review (ISRSR) is required.

Examples of CIMA+s safety experience includes:

- **Safety Strategic Plans**
 - Transportation Safety Strategic and Operational Plan, Region of Peel, 2018
 - Strategic Road Safety Action Plan – Phase II, City of Ottawa, 2019
 - Strategic Road Safety Action Plan, Region of Durham, 2019
 - Road Safety Plan – Vision Zero, City of Kingston, 2018
 - Road Safety Strategic Plan, City of Toronto, 2016

- Road Safety Strategy, City of London, 2015
- **Guidelines / Manuals**
 - Road Safety Audit Guidelines Update, Alberta Transportation, 2013
 - FHWA Road Safety Audit Guidelines and Training, US DOT Washington, D.C., 2005
- **In Service Safety Reviews**
 - Downtown In Service Road Safety Reviews, City of Burlington, 2019
 - In-Service Road Safety Audits Retainer, Region of York, 2019
 - In Service Road Safety Reviews for 3 Corridors, Town of Oakville, 2017
 - In-Service Road Safety Review for 20 Locations, Region of Niagara, 2016
 - In-service Road Safety Review of Six Signalized Intersections, Region of Halton, 2015
 - In-Service Road Safety Reviews for 12 Locations, City of London, 2015
- **Development of Safety Performance Functions and Network Screening**
 - Region of Halton, 2011 & 2016
 - Region of Waterloo, 2016
 - Region of Niagara, 2016
 - City of London, 2015
 - City of Toronto, 2015
 - City of Kingston, 2014
 - City of Mississauga, 2014
- **Safety Assessments of At-Grade Crossings**
 - Region of Peel: 14 crossings, Ongoing
 - City of Hamilton: 88 crossings, Ongoing
 - City of Niagara Falls: 20 crossings, 2018
 - City of London: 64 crossings, 2017
 - Town of Milton: 19 crossings, 2017
 - Region of Halton: 10 crossings, 2014
- Rural Road Network Safety Assessment, Municipality of Clarington, 2016
- Red Light Camera Needs and Benefit Cost Study, Region of Durham, 2019
- Red Light Camera Needs and Benefit Cost Study, Region of Niagara, 2020

2.2. Traffic Engineering

CIMA+ is the vendor of record for several MTO Regional Operations and the go-to traffic engineer of choice for MTO Central Region, Eastern Region and Northeast Region and Head Office. Our team is currently updating the Traffic Impact Study guidelines for the Ministry and, in recent years, has authored updates of numerous OTM books including:

- Book 6: Warning Signs, 2013
- Book 7: Temporary Conditions, 2014
- Book 7: Temporary Conditions (supplemental), 2016
- Book 11: Pavement, Hazard and Delineation Markings, 2015
- Book 12: Traffic Signals, 2012
- Book 12: Traffic Signals (Justification 6 & 7 and Flashing Beacon System), 2014
- Book 12A: Bicycle Traffic Signals, 2016
- Book 15: Pedestrian Crossings, 2014

Specific to traffic operations, our team has undertaken reviews for numerous municipalities: this includes traffic signal coordination, intersection control studies, traffic calming, pedestrian and bicycle crossing needs. Example projects include:

- Manual of Uniform Traffic Control Devices for Canada (MUTCDC): 6th Edition, TAC, 2020 (expected)

- Road Safety Audit: 13.0 Viva Bus Rapid Transit Corridor, Metrolinx, 2019
- Signal Timing Review for Speed Limit Reduction, City of Toronto, 2018
- Intersection Control Study for Hespeler Rd. and Maple Grove Rd., Region of Waterloo, 2017
- Pedestrian Crossing at North Service Road, Town of Oakville, 2017
- Canadian Guide to Neighbourhood Traffic Calming Update, TAC, 2017
- Cross Cornwall Signal Planning & Design, Town of Oakville, 2017
- Canadian Guidelines for Defining and Measuring Urban Congestion, TAC, 2017
- Consultation on Ontario's Default Speed Limit, MTO, 2015
- Temporary Traffic Signal Timings Review, North America Traffic Inc. (NAT), 2015
- Prioritization of Signalized Intersections for Operational Improvements, Region of Halton, 2014

2.3. Highlighted / Reference Projects

McNabb and Algoma Avenue Class EA	
Client Name	City of Sault Ste. Marie
Contact Name, Title, Phone and Email	Carl Rumiel, P.Eng. Manger, Design and Transportation Engineering T: 705-759-5379 E: c.rumiel@cityssm.on.ca
Project Value	\$19,000
Completion Year	2018 (6-month project)
Description of Services	CIMA+ conducted an EA study to determine the preferred design for improving traffic safety near the Algoma Avenue/McNabb Street intersection. The traffic assessment had concluded with a need to; remove the McNabb Street eastbound channel, narrow McNabb Street to provide better guidance for drivers, reduce the cross-section from 4 to 3 lanes, and simplify the McNabb/St Georges Avenue intersection from a "Y" to a "T" intersection. Currently under construction.
Key Staff that worked on project	• Project Manager: Stephen Keen • Project Engineers: Jaime Garcia, Jessica Dorgo, Stephan Schmidle.

Functional Design and Costing Retainer	
Client Name	City of Toronto
Contact Name, Title, Phone and Email	Sheldon Koo, P.Eng., Senior Engineer T: 416-392-6491 E: skoo@toronto.ca
Project Value	\$500,000
Completion Year	End of 2019 (4-year project)
Description of Services	Ad-hoc design and costing services for intersection and corridor redesign to improve safety at challenging intersection and favour active transportation wherever possible.
Key Staff that worked on project	• Project Manager: Stephen Keen • Project Engineers: Jaime Garcia, Michael Murray, Stephan Schmidle.

Downtown In Service Road Safety Reviews	
Client Name	City of Burlington
Contact Name, Title, Phone and Email	Jeff Black, C.E.T., Manager, Traffic Operations and Signals T: 905-335-7874 E: Jeff.black@burlington.ca
Project Value	\$28,200
Completion Year	2019 (9 month project)
Description of Services	In-Service Road Safety Reviews for five intersections (one signalized and four stop-controlled) in the downtown area and provision of recommendations to potentially improve the safety performance of these locations. Two additional intersections with traffic circles in the Orchard Neighbourhood were also reviewed.
Key Staff that worked on project	- Project Manager: Soroush Salek - Project Engineers: Giovani Bottesini, Sheetal Thukral

2.4. Projects with Sault Ste. Marie

CIMA+ understands the unique culture and requirements of Sault Ste. Marie through our extension work with the City which include the following (in addition to any Sault Ste. Marie projects noted in the previous sections):

- **Northern Avenue Traffic Review:** Kresin Engineering was undertaking a study for the City of Sault Ste. Marie to improve the efficiency of the Northern Avenue Corridor. A series of opportunities to improve the efficiency and connectivity of the Northern Avenue Corridor had been identified in the City's 2015 Transportation Master Plan, including lane reassignment or elimination along the corridor; extension of Northern Avenue to Black Road; and improvements to the access/egress of the P Patch subdivision (located southeast of the intersection of Northern Avenue and Pine Street). Kresin Engineering retained CIMA+ to further evaluate the proposed solutions from a traffic engineering perspective.
- **Traffic Signal Drawing for the Intersection of Second Line at Black Road** – CIMA+ prepared a PHM style drawing for Prime Consultant Kresin Engineering which were undertaking a design for the widening of Second Line on the north side.
- **McNabb Street Traffic Operations Review:** CIMA+ was retained by the City to conduct a traffic evaluation of the location and to recommend safety improvements. The work involved and completed included; Review of existing traffic and collision data to identify existing traffic operations, including pedestrian traffic and IPS utilization, and the physical characteristics of the corridor. Development of preliminary alternatives and Evaluation of alternatives, including cost estimate, highlighting advantages/disadvantages of each alternative and their effects on the surrounding environment/modes of transportation. CIMA+ subsequently completed a Schedule B, Class EA for the project (currently under construction).
- **Second Line/Great Northern Road Area Traffic Operations Study:** CIMA+ Canada Inc. completed a multi-modal transportation planning study for a large industrial/commercial area centred around the Great Northern Road/ Second Line East intersection. The study was designed to assess the traffic operational issues around this intersection while developing network solutions that would alleviate congestion.
- **Great Northern Road/Second Line Traffic Network Environmental Assessment:** CIMA+ are working as a sub-consultant to Tulloch Engineering to conduct a Class EA Schedule C for moving ahead with the recommended improvements contained in the project noted immediately above.

- **Albert St. / East St. Intersection Line Painting:** CIMA+ provided input in regard to line painting changes made to the intersection at East Street and Albert Street in which the eastbound lane – which, historically, had not been a through-lane – was painted as a through lane and the other 2 lanes adjusted.
- **Operations and Safety Review of Pine Street & Pleasant Drive Intersection:** Due to complaints being received regarding intersection operations, CIMA+ was requested to complete a review / analysis of the above-noted intersection to determine whether signalization of the intersection is warranted? A roundabout option was also considered.
- **Airport Road Flashing Beacon Review:** CIMA+ completed a study for the evaluation of a new flashing beacon (red solar flashers on the stop signs for east/west traffic with no yellow flasher) installed at the intersection of Airport Road and Base Line against standards and best practices.
- **Digital Sign Safety Review:** Completion of a safety review for a single colour, 8x3 foot sign at 539 Great Northern Road – within 100 metres of a signalized intersection – to satisfy Sault Ste. Marie City By-law 2012-206.
- **PHM Drawings** – Recently, CIMA+ develop two PHM style drawings for the intersections of Great Northern Road at Third Line and Second Line at Old Garden River Road.

3. Proposed Project Team

The CIMA+ team has worked on projects for the City more-or-less on a continual basis for the last 7 years and is well versed in handling transportation safety, operational and planning projects. We have also worked as a sub-consultant to local Sault Ste. Marie consulting firms on larger projects. As a result, we believe we understand the dynamics of the City including the goals of the City flowing from its TMP as well as the complimentary goals that arise from land use planning issues as they arise. We are also aware of the financial constraints in place in a City that has not grown in population for some time; while noting that recent projections suggest an increase of nearly 10,000 people is expected in the next 16 years.

Over the last 7 years, CIMA+ has sought to provide the City with cost-effective consulting services and is eager to work with local engineering firms in order to maximize the use of locally based staff where appropriate.

3.1. Qualifications of the Project Manager

Stephen Keen, M.Sc., P.Eng.	Project Manager
Stephen Keen, M.Sc., P. Eng. is CIMA's Director of Transportation Planning with over 35 years of experience in travel demand modelling, master planning, environmental assessments (EAs), road design, transit planning, active transportation, public consultation and the many aspects of transportation planning. Stephen's mix of skills makes him eminently qualified to address all areas included in the City's terms of reference. Stephen began the early part of his career in the UK building travel demand models for Cities and Regions. Since that time, he has been involved in the interpretive side of modeling while developing master plans for communities such as Sault Ste. Marie, North Battleford, Caledon, Downtown Windsor, Caledonia, Strathcona (downtown Hamilton), Toronto, Stoney Creek and Pearson Airport. He has represented municipal clients at hearings of the OMB, Niagara Escarpment and Environmental Hearing Board. Having led well over 50 EA planning projects following either the Master Planning process, Schedule B or C, Stephen is extremely comfortable in front of the public and stakeholders.	

He has also led project that have featured active transportation, traffic calming, intersection control studies including consideration of roundabouts and benefit-cost analysis of alternative solutions.

Stephen Keen first worked for the City of Sault Ste. Marie in the late 1990s as a sub-consultant to the RVA team who were leading the Class EA for completion of the City By-Pass (Carmen's Way) since completed. He was the initial leader for the current City Transportation Master Plan study before changing firms to CIMA+. Since that time, he has been privileged to have led numerous small assignments for the City that have addressed traffic operations, safety and planning challenges.

3.2. Key Team Members

3.2.1. Traffic Safety

Sheetal Thukral, P.Eng.	Traffic Safety
Sheetal Thukral is a Senior Engineer with CIMA+ who brings more than 21 years of experience in civil and transportation engineering. A traffic operations and safety expert, Sheetal's recent experience includes work on environmental assessments, pedestrian crossings, operational performance reviews (OPR), in-service road safety reviews, traffic impact studies, road / at-grade crossing safety audits, condition assessment / prioritization, network screening, statistical analysis, benefit-cost analysis, development of guidelines and manuals, and traffic engineering for detailed / preliminary designs.	
Giovani Bottesini, P.Eng., M.Eng.	Traffic Safety
Giovani Bottesini, a Project Manager with CIMA+, has over 10 years of diversified experience in the transportation field, including road safety, transportation planning, and traffic engineering services ranging from parking studies and in-service safety reviews to network-wide traffic safety, operational, and conformance/consistency studies. He has led major technical components, including field assessment, research, and development of recommendations, for both limited-scope local assignments and large-scale assignments involving multi-disciplinary teams across Ontario including Sault Ste Marie. This experience has given him extensive working knowledge of standards and guidelines such as TAC and MTO Geometric Design Guides, Ontario Traffic Manual and Roadside Safety Manual, and the Manual for Uniform Traffic Control Devices for Canada, among others. Giovanni's experience includes over 50 In-Service Road Safety Reviews and Road Safety Audits, for which he completed collision history review, field investigation and development of recommendations reduce collision frequency and/or severity.	
Samantha Bennett, EIT	Traffic Safety
Samantha Bennett is a traffic engineering specialist with expertise in traffic safety and policy development. She has been involved in numerous road safety strategic plan developments for various jurisdictions throughout Southern Ontario. She was directly involved with the stakeholder meetings, collision data analysis, and plan development. Sam also has experience with red light camera prioritization, which includes collision analysis and benefit-cost analysis. Sam also has experience with policy development and has been directly involved in projects such as the development of the 6th edition of MUTCDC, school travel planning, and white paper development for safety programs.	
Suzanne Woo, P.Eng.	Traffic Safety
Suzanne Woo is a Senior Project Manager at CIMA+ who brings over 20 years of industry experience: 15 of which were spent with the City of Ottawa. In her role as the Senior Engineer for road safety in the Transportation Services Department at the City of Ottawa, Suzanne held senior-level	

responsibilities in road safety and area traffic management, as well as contributed to Ottawa's first Transportation Master Plan, post amalgamation. She managed several city programs, including the Safety Improvement Program, Cycling Safety Improvement Program, Pedestrian Safety Evaluation Program, and Rail Safety Program. Suzanne has extensive experience in road safety, including the unique safety issues associated with active modes and at-grade rail crossings, and has participated on numerous technical advisory committees for Environmental Assessment studies.

3.2.2. Traffic Operations

Stephan Schmidle, P.Eng.	Traffic Engineering
Stephan Schmidle is a Project Manager with CIMA+ who brings nearly a decade of engineering experience in the areas of traffic-operations, traffic safety studies / impact assessments, environmental assessments, intersection design (particularly in urban conditions), traffic management / control and detour plans for temporary conditions (including linear utility infrastructure, transit stations, and bridge replacements), and the concept/preliminary design of context sensitive roadways, intersections, and transit facilities, including permanent / temporary traffic signals, rail-crossing pre-emption signals, and signal timing plans. He possesses in-depth knowledge of the Ontario Traffic Manual series and geometric design standards (e.g., TAC Road Design Guide, Roadside Design Manual, Ontario Provincial Standard Drawings), etc. and among his strengths are his ability to combine his road design experience with his traffic operations expertise to develop comprehensive solutions/designs, particularly in constrained and urban conditions.	
Phil Weber, M.Eng., P.Eng.	Traffic Engineering
Phil Weber is an Associate Partner and Director of Traffic Engineering with CIMA+ who brings more than 12 years of roundabout planning and design complemented by over 20 years of geometric design and traffic operations experience in the public and private sectors. Phil combines strong analytical skills with a deep understanding of traffic operations and geometric design principles and an excellent ability to communicate: all of which enable him to understand clients' needs and find solutions to complex technical problems. Phil has managed transportation engineering projects throughout Canada and in the USA and is considered a national authority on roundabout planning and design having seen more than 60 designs through to construction. This work has included functional design for alternatives (widening the existing signalized intersection and installing a roundabout) as well as capacity / safety analyses and life cycle costing.	
Hart Solomon, P.Eng., M.Eng.	Traffic Engineering
Hart Solomon, a Project Manager with CIMA+, has been a Licensed Professional Engineer since 1977, specializing in traffic engineering, traffic operations, road operations and systems development. He has a wide range of experience in detailed design and project management of traffic engineering/traffic operations projects and in providing traffic engineering input to development, construction and major civic projects. Additionally, Hart's experience spans a range of planning, design and operations aspects of traffic management and operations. He led the City of Hamilton's Traffic Engineering and Traffic Operations groups from 1985 to 2011.	
Hongtao Gao, P.Eng., PTOE	
Hongtao Gao has over 20 years of experience in transportation design and planning, including the areas of traffic operations, roadway design, traffic signal design, roundabout analysis/design, and a	

variety of study types, including: highway feasibility studies, traffic impact studies, safety assessment studies, master plan studies, truck studies, and transit feasibility studies. He has been involved in many projects for municipalities across Ontario where he was responsible for the signalization of intersections / corridor electrical design, and/or context sensitive functional/preliminary designs in alignment with the complete streets concept. He has also completed several PHMs for Sault Ste. Marie as well as undertaken functional planning exercise for the Algoma/McNabb intersection.

Gordon Scobie, P.Eng.

Traffic Operations

Gordon Scobie is a Project Engineer with 10 years of experience in transportation planning, traffic engineering, and functional design services for public and private sector clients. He has been responsible for completing numerous transportation impact assessments, developing microsimulation traffic models, and providing background information and technical input for Environmental Assessments as well as preliminary, functional, and detailed roadway designs for municipal and land development projects. He also brings extensive experience with transportation master and secondary plans. Gordon has worked on a broad range of transportation projects for both public and private sector clients, which has given him thorough knowledge of traffic operations, traffic assignment/re-assignment, and the development of traffic volume projections.

Alessandra Massaro, EIT

Traffic Operations

Alessandra Massaro is a traffic engineer with expertise in traffic and transit microsimulation modelling, transportation planning, signal timing analysis, travel time studies, station planning, signal coordination and transportation impact/parking studies. She has helped to develop active transportation policy and safety guidelines, and has led traffic operations projects, including a Traffic Analysis study of Highway 400 and Hwy 69 in Parry Sound for the MTO. Additional projects include an Operational Performance Review for the widening of Hwy 3 in Leamington and a detailed traffic engineering analysis for the Rehabilitation of 8 Structures on the QEW within the Niagara Region.

Behzad Rouhieh, Ph.D., P.Eng.

Traffic Operations

Behzad Rouhieh is a Senior Project Manager with over 12 years of experience in traffic engineering and transportation planning, including traffic operations analysis, transportation demand modeling, microsimulation analysis, traffic impact studies, transportation master plans, traffic management, intelligent transportation systems, travel time and parking studies, collision analysis, and network screening. Behzad was the traffic management lead in conducting traffic signal warrant and operation analysis and road classification as part of the Transportation Master Plan (TMP) development for the Town of Lincoln and the lead analyst for the City of Barrie / Town of Ajax TMP update projects and GO Hubs study for the City of Burlington. He was also a key member of the team who developed a hybrid simulation model in Aimsun for the Highway 400-series and major arterials within the GTHA for MTO to be used for HOV network evaluation during the PanAm games.

Maria Espinosa, M.A.Sc., EIT

Traffic Operations

Maria Espinosa is a Transportation Engineering graduate of Ryerson University. She has experience in the area of traffic operations and road safety and has been part of various projects at CIMA+ involving signal timing optimization, microsimulation, traffic analysis, intelligent transportation systems (ITS) and traffic management. She is also experienced in the use of modeling and analysis tools such as Synchro/SimTraffic, ARCADY and SIDRA and possesses design expertise in AutoCAD and MicroStation.

Jessica Dorgo, EIT	Traffic Engineering
Jessica Dorgo is an Engineer in Training with CIMA+ who specializes in planning, EA Process, and public consultation, primarily in support of municipal and provincial Class EA studies for roads, culverts and bridges. Jessica has also been a key team member on studies including City of Markham Highway 404 North Collector Roads EA, City of Vaughan Portage Parkway EA, City of Mississauga Burnhamthorpe Road EA and Region of Peel Coleraine Drive Grade Separation EA. She is also involved in the City of Vaughan Pedestrian and Bicycle Master Plan Update supporting the review of existing policies and the development of the proposed cycling and multi-use recreational trail networks including the 5-year plan and supporting policies. She was instrument in completing the Algoma/McNabb Class EA in Sault Ste. Marie.	

3.2.3. Active Transportation

Jaime Garcia, Ph.D., P.Eng.	Active Transportation
Jaime Garcia is a highly tenured Senior Project Manager with CIMA+ who brings over 30 years of industry experience with 12 years of specialization within Active Transportation and Municipal EA related projects. Jaime has experience in transportation planning, environmental engineering, and project management and boasts vast professional experience working for both the public and private sectors on a wide range of projects. He is also intimately familiar with the potential challenges posed by multidisciplinary assignments involving the participation of numerous stakeholders, including the general public, municipal organizations, and private developers, as well as the need to consider and balance the requirements of all transportation modes: not only vehicular traffic.	

Peter Brocks, M.L.A.R.C.H.	Active Transportation
Peter is a Landscape Designer with over twelve years' experience in urban design and planning while working in both the public and private sectors. Peter is well known for his focus on implementing the principles of healthy community planning and has strong skills in the design of urban streetscapes and plazas, multi-modal transportation planning, construction techniques and sustainable city planning. This includes incentivizing improvements that directly impact healthy living and making improvements to active transportation amenities to ensure accessibility for all ages and ability levels.	

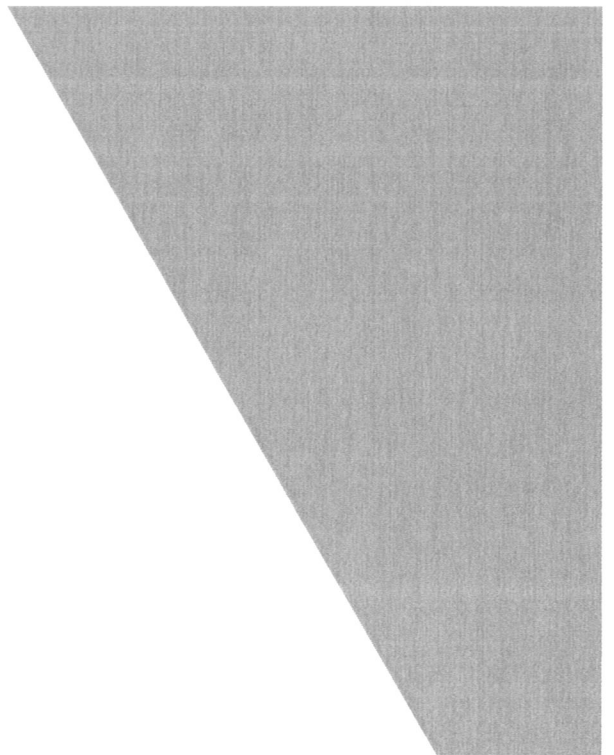
4. Fee Schedule

Team Member	Hourly Rate	Team Member	Hourly Rate
Stephen Keen	\$185	Hongtao Gao	\$115
Sheetal Thukral	\$155	Gordon Scobie	\$128
Giovani Bottesini	\$118	Alessandra Massaro	\$93
Samantha Bennett	\$85	Behzad Rouhieh	\$165
Suzanne Woo	\$170	Maria Espinosa	\$85
Stephan Schmidle	\$166	Jessica Dorgo	\$87
Phil Weber	\$185	Jaime Garcia	\$153
Hart Solomon	\$165	Peter Brocks	\$112

Technical support will be charged out at \$72/hour.

A

Appendix A



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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-70

ROAD CUTS: (S4.7) – A By-law to regulate Municipal Consent, Road Occupancy, Road Closure and Road Cuts within the City of Sault Ste. Marie

WHEREAS the *Municipal Act, 2001*, S.O. 2001, Chapter 25 (“Municipal Act”), Section 8, confers broad authority on municipalities to enable them to govern their affairs as they consider appropriate;

AND WHEREAS the *Municipal Act*, Section 11, provides that a municipality may pass By-laws respecting matters related to Highways;

AND WHEREAS the *Municipal Act*, Section 27(1), provides that a municipality may pass By-laws in respect of a highway over which it has jurisdiction;

AND WHEREAS the *Municipal Act*, Section 118, provides a municipality may regulate the excavating, construction and use of trenches; prohibit the activities described unless a permit is obtained from the municipality for those activities and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS the *Municipal Act*, Section 129, authorizes a municipality to prohibit and regulate noise, vibration, odour and dust and prohibit the matters described unless a permit is obtained from the municipality for those matters and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS the *Municipal Act*, Section 391, authorizes a municipality to impose fees or charges on persons for the use of its property;

AND WHEREAS the *Municipal Act*, Section 444, provides that a municipality may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS the *Municipal Act*, Section 445, provides that a municipality may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention;

AND WHEREAS the *Municipal Act*, Section 446, provides that a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS it is deemed expedient to regulate and permit the temporary closure or occupancy of municipal Highways and/or right of ways in the City of Sault Ste. Marie;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE HEREBY ENACTS AS FOLLOWS:

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1. DEFINITIONS

- a. **“Applicant”** means any person, utility company or corporation making an application for a Municipal Consent Permit under this By-law, and any person to whom a Municipal Consent Permit under this By-law is issued is a “Permit Holder” as defined below;
- b. **“By-law Enforcement Officer”** means a Municipal By-law Enforcement Officer appointed by Council for the enforcement of municipal By-laws including this By-law;
- c. **“City”** means the Corporation of the City of Sault Ste. Marie;
- d. **“Council”** means the elected Council for the City of Sault Ste. Marie;
- e. **“Director”** means the Director of Engineering of the City;
- f. **“Director PW”** means the Director of Public Works of the City;
- g. **“Final Completion”** means the day that the finished surface is satisfactorily reinstated on any Road Cut that has been opened unless the Road Cut has to be re-excavated in order to execute repairs, in which case the “Date of Final Completion” means the day the repairs are satisfactorily completed to the satisfaction of the Director;
- h. **“Highway”** means a common and public highway, road, street, avenue, parkway, square, sidewalk, footpath, place, bridge, viaduct or trestle, or other structure forming part of the highway, designed and intended for, or used by the general public for the passage of vehicles and pedestrians and includes the area between the lateral property lines thereof, and shall include unopened highways all within the City of Sault Ste. Marie;
- i. **“Road Closure”** means a temporary closure of all lanes of a Highway to vehicular traffic;
- j. **“Road Closure Approval”** means an authorization granted in writing by the Director pursuant to this By-law to temporarily close all lanes of a particular Highway to vehicular traffic in accordance with the Road Closure Approval so granted;
- k. **“Road Cut”** means a surface or subsurface cut in any part of a Highway made by any means, including any excavation, reconstruction, cutting, saw cutting, overlaying, crack sealing, breaking, boring, jacking or tunneling operations;
- l. **“Road Cut Approval”** means an authorization granted in writing by the Director pursuant to this By-law to complete Road Cut works in accordance with the Road Cut Approval so granted;
- m. **“Road Occupancy”** means the temporary occupancy of a Highway within the City or any part thereof for work or an activity other than a purpose for which the Highway was intended,

- n. **“Road Occupancy Approval”** means an authorization granted in writing by the Director pursuant to this by-law to temporarily occupy a Highway within the City or any part thereof in accordance with the Road Occupancy Approval so granted;
- o. **“Traffic Management Plan”** means a standard document submitted by or on behalf of an Applicant as part of an Application for a Road Occupancy Permit or Road Closure Permit where a Road Occupancy or Road Closure shall interfere with or close traffic flow;
- p. **“Municipal Consent Permit”** means a permit granted in writing by the Director pursuant to Section 4 of this By-law for a particular work and/or project on a City Highway, and further includes any Road Occupancy Approval(s), Road Closure Approval(s) and/or a Road Cut Approval(s) as applicable and if so granted by the Director;
- q. **“Permit Holder”** means a person to whom a Municipal Consent Permit in accordance with this By-law was issued and includes persons doing work on behalf of the Permit Holder; and
- r. **“Person”** means an individual, utility company or corporation.

2. REQUIREMENT FOR A MUNICIPAL CONSENT PERMIT

a. Application

- (1) This By-law applies to all municipal Highways under the jurisdiction of the City.
- (2) This By-law does not apply to a Road Closure or Road Occupancy as a result of a “special event”, which shall proceed pursuant to the City’s “Community Events Hosted on Closed Streets Application” process.

b. Prohibitions

- (1) Except as expressly provided to the contrary in this By-law, no person shall engage in or cause a Road Occupancy without first obtaining a Municipal Consent Permit, along with Road Occupancy Approval in accordance with this By-law.
- (2) Except as expressly provided to the contrary in this By-law, no person shall engage in or cause a Road Closure for matters relevant to a Municipal Consent Permit as set out in this By-law, without first obtaining a Municipal Consent Permit along with Road Closure Approval in accordance with this By-law.
- (3) Except as expressly provided to the contrary in this By-law, no person shall complete a Road Cut without first obtaining a Municipal Consent Permit, along with Road Cut Approval in accordance with this By-law.
- (4) No person shall remove, move or deface any barricade, device, detour sign or notice placed by lawful authority.

c. No Permit Required

- (1) Despite Subsections 2a. and 2b., a Municipal Consent Permit shall not be required where the work and/or project to be completed on a Highway is undertaken by the City or by a contractor carrying out work on behalf of the City.
- (2) Despite Subsection 2a. and 2b., a Municipal Consent Permit shall not be required where the Director authorizes the altering, opening or otherwise using any Highway or portion thereof for any City purpose.
- (3) Despite Subsections 2a. and 2b., a Municipal Consent Permit shall not be required where the work and/or project to be completed on a Highway is undertaken by the Sault Ste. Marie Public Utilities Commission ("PUC") or Union Gas to repair water main or gas main emergency breaks. In such an event, the PUC or Union Gas shall follow the provisions of Section 8 of this By-Law.

3. APPLICATION FOR A MUNICIPAL CONSENT PERMIT

a. Municipal Consent Permit Applications

- (1) Every Applicant for a Municipal Consent Permit shall:
 - (a) file with the Director a complete Application in the form established by the Director from time to time, which includes providing:
 - (i) the name, signature and position of the contact individual for the Applicant, and the Applicant's name, street address, telephone number, facsimile number and email address;
 - (ii) the name, telephone number, facsimile number and email of the most senior field personnel of the Applicant or of the Applicant's agent, servant, employee, subcontractor or licensee who is assigned to oversee the work;
 - (iii) telephone number or other acceptable emergency contact information;
 - (iv) a drawing showing the proposed work and/or project area;
 - (v) a description of the work and/or project zone, including the name(s) and number(s) of the Highway(s) where the proposed work and/or project is to be completed;
 - (vi) a description of the proposed work and/or project to be completed and the purpose for same along with any associated construction design drawings;
 - (vii) the scheduled starting date of the work and length of time estimated to complete the work;
 - (viii) any proposed Highway closures;
 - (ix) a statement as to whether the proposed work and/or project involves a Road Cut or the use of trenchless technology;
 - (x) a signed indemnity from the Applicant and any other person relevant to the work and/or project as determined necessary

- by the City's Risk Manager, the form of which shall be established by the City, which shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with any work being done by the Applicant and/or the Applicant's agents on the Highway covered under any Permit issued under this By-law;
- (xi) a Certificate of Insurance on the C.S.I.O. form from the Applicant and any other person relevant to the work and/or project as determined necessary by the City's Risk Manager, confirming a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance coverage in respect of bodily injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario or such other amount or type of coverage that the City's Risk Manager deems necessary given the nature of the work and/or project being completed. 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;
 - (xii) pay the non-refundable Permit fee as set out in the City's User Fee and Service Charges By-law, a pavement degradation fee, if applicable, and any other applicable fees, as set out herein;
 - (xiii) where applicable, provide evidence satisfactory to the Director that the person submitting the Application on behalf of the Applicant is a duly authorized representative of the Applicant;
 - (xiv) the signature of the Applicant or a person who has authority to bind the Applicant, certifying the accuracy of the information provided; and
 - (xv) other information as requested by the Director; and
 - (xvi) any other information as set out in Sections 3a.(1)(b), (c) and/or (d) below if applicable.
- (b) in the event that the proposed work and/or project involves a Road Occupancy, the Applicant shall seek Road Occupancy Approval and provide the following information in addition to the information required in Section 3a.(1)(a)(i)-(xvi) above:
- (i) the particulars of the proposed Road Occupancy;
 - (ii) the scheduled starting date of the Road Occupancy and length of time estimate for the Road Occupancy;
 - (iii) a Traffic Management Plan unless the Director determines it is not necessary in the circumstances; and
 - (iv) the requirement for any proposed removal or bagging of a parking meter, prohibition of curb parking, relocation of a bus stop, and changes to pavement markings or changes to traffic

control devices, including a temporary adjustment to traffic control signal timing or interference with a traffic signal loop;

- (c) in the event that the proposed work and/or project involves a Road Closure, the Applicant shall seek Road Closure Approval and provide the following information in addition to the information required in Section 3a.(1)(a)(i)-(xvi) above:
 - (i) the particulars of the proposed Road Closure;
 - (ii) the scheduled starting date of the Road Closure and length of time estimate for the Road Closure;
 - (iii) a Traffic Management Plan unless the Director determines it is not necessary in the circumstances; and
 - (iv) the requirement for any proposed removal or bagging of a parking meter, prohibition of curb parking, relocation of a bus stop, and changes to pavement markings or changes to traffic control device, including a temporary adjustment to traffic control signal timing or interference with a traffic signal loop;
- (d) in the event that the proposed work and/or project involve a Road Cut, the Applicant shall seek Road Cut Approval and provide the following information in addition to the information required in Section 3a.(1)(a)(i)-(xvi) above:
 - (i) the location of the proposed Road Cut shown on a design drawing;
 - (ii) the relevant date(s) the Road Cut will be completed;
 - (iii) a Traffic Management Plan unless the Director determines it is not necessary in the circumstances;
 - (iv) in addition to the Application Fee referenced in Section 3a.(1)(a)(xii) above, pay a non-refundable pavement degradation fee determined in accordance with the City's User Fee and Service Charges By-law then in effect unless the Director, in his/her sole discretion, determines the Application is for:
 - 1) a Road Cut which does not affect the Highway pavement;
 - 2) municipal works as approved by the City;
 - 3) the provision of a new pavement structure to subgrade level which is at least one full traffic lane wide, the new joints of which coincide with traffic lane markings, is thirty (30) metres long, and which meets current road pavement design standards as determined by the Director;
 - 4) works on Highways listed in the City's five (5) year forecast for reconstruction and resurfacing programs if carried out prior to the municipal reconstruction or resurfacing;
 - 5) trenchless works which do not affect the Highway pavement the determination of which shall be made

- solely by the Director in his/her sole discretion and which trenchless works have been approved by the Director;
 - 6) the relocation of public utilities or equipment to accommodate the City's use of the Highway; or
 - 7) Road Cut repair work done pursuant to the warranty requirements of this By-law.
- (2) Upon receipt of the completed Application for a Municipal Consent Permit, the Director shall review, approve and/or refuse the Municipal Consent Permit and further provide written authorization setting out any Approvals granted thereunder, specifically if any Road Occupancy Approval(s), Road Closure Approval(s) and/or Road Cut Approval(s) have been authorized in accordance with Section 4 of this By-law.
- (3) The issuance of a Municipal Consent Permit does not relieve any person from the necessity of acquiring any other license or permit or complying with any other applicable laws, By-laws, regulations and requirements of the City and any other relevant ministry, government agency, regulatory body or other authorities having jurisdiction. These obligations remain the responsibility of the Permit Holder.
- (4) The Director may at his/her sole discretion, require an Applicant to provide a refundable deposit and/or security for possible damage to City property or equipment, possible damage to adjacent private property, cleanup costs and all other obligations of the Permit Holder under this By-law and as a condition of any Municipal Consent Permit issued pursuant to this By-law.

b. Municipal Consent Permit Applications - Multiple Road Occupancies

- (1) Where an Applicant for a Municipal Consent Permit is proposing multiple Road Occupancies on a single Highway, the Applicant may apply for a single Municipal Consent Permit and pay the applicable fee for a single Application.
- (2) The Director, may, in his/her sole discretion, authorize an application for a single Municipal Consent Permit and payment of the applicable fee for a single Application, where the Applicant for a Municipal Consent Permit is proposing:
 - (a) five (5) or fewer road occupancies per Highway on five (5) or fewer Highways all as part of a utility pole installation;
 - (b) multiple infrastructure projects within close proximity; or
 - (c) multiple road occupancies on a single Highway as part of a project other than a utility pole installation.

The Director's decision as to whether or not a single Municipal Consent Permit can be made as set out in this Section of the By-law is final.

- (3) Where two (2) or more Road Occupancies are authorized by a Municipal Consent Permit, the Director may specify in the Municipal Consent Permit the order in which the Road Cuts are to be performed.

c. Application – Processing Time – Fully Complete

- (1) Every Applicant for a Municipal Consent Permit shall provide a complete submission to the Director at least ten (10) working days before the Applicant proposes to start the work and/or project that forms the subject matter of the Municipal Consent Permit. The Application is complete once all required information, documentation and fees have been submitted to the satisfaction of the Director.
- (2) The Director shall not be required to review or process any Application for a Municipal Consent Permit which is not complete at least ten (10) working days before the proposed start date for the work and/or the project that forms the subject matter of the Municipal Consent Permit.
- (3) The approved Municipal Consent Permit shall consist of:
 - (a) a copy of the drawing submitted with a stamp of approval signed by the Director or his/her designate’;
 - (b) and any other terms, conditions and requirements as set out by the Director in his/her sole discretion;
 - (c) all Approval requests sought by the Applicant, including Road Occupancy Approval(s), Road Closure Approval(s) and Road Cut Approval(s) and their respective terms, conditions and requirements, if any,

and shall collectively be known as the “Municipal Consent Permit” in this By-law.
- (4) Road closures exceeding five (5) business days requires a by-law approved by City Council. The Applicant shall ensure adequate time for Staff to prepare a report and the road closure by-law

4. DIRECTOR’S REVIEW OF APPLICATION FOR MUNICIPAL CONSENT PERMIT

a. General Delegation of Authority of Director

- (1) The Director is authorized to receive and consider all Applications for Municipal Consent Permits and further to conduct all investigations he/she deems is necessary to determine whether a Municipal Consent Permit pursuant to this By-law should be issued.
- (2) The Director shall have the authority to:
 - (a) establish such terms, conditions and requirements for the issuance of a Municipal Consent Permit as the Director determines to be necessary in the circumstances;
 - (b) make all decisions or determinations required of the Director under this By-law; and

- (c) issue, refuse to issue, suspend or revoke a Municipal Consent Permit as provided in this By-law
- (3) The Director PW shall have authority to permit the temporary closing of a Highway in relation to a Municipal Consent Permit that contains a Road Closure Approval approved by the Director.
- (4) Without limiting the generality of Subsection 4a.(2)(a) above, the Director may as a condition of issuing a Municipal Consent Permit that also contains a Road Cut Approval, thereby authorizing a Road Cut, impose requirements for geotechnical certification of work, minimum restoration requirements, limits of excavations and any more requirements at the Director's sole discretion where appropriate in the circumstances.
- (5) The Director shall have the authority to determine and from time to time amend the Application for a Municipal Consent Permit Form, information and special conditions required in the administration of this By-law.
- (6) Prior to making a decision on any Application for a Municipal Consent Permit, the Director shall consult with such other persons or agencies as he/she considers necessary.
- (7) When reviewing an Application for a Municipal Consent Permit, the Director shall consider:
 - (a) any potential adverse effect on public health and safety;
 - (b) any potential inconvenience to the public;
 - (c) any potential traffic impacts, including the adequacy of detour routes;
 - (d) any concerns for the security of persons or property; and
 - (e) the past or present conduct of the Applicant as it affords reasonable grounds to believe the construction, maintenance or other works may or may not be adequately managed in accordance with this By-law.
- (8) The Director may at his/her sole discretion, require the Applicant to provide additional signs, barricades, traffic control, personnel or other equipment, additional insurance or notification to additional agencies that are necessary for the proposed Municipal Consent Permit generally, and specific to any Road Occupancy, Road Closure and/or Road Cut(s) as applicable.
- (9) The Director may delegate the performance of any one or more of his/her functions under this By-law to one or more persons from time to time as occasion requires and may impose conditions upon such delegation and may revoke any such delegation.
- (10) A Municipal Consent Permit is not transferable without the written consent of the Director.

b. Refusal

- (1) The Director shall refuse to issue a Municipal Consent Permit in the following circumstances:

- (a) if the Application for a Municipal Consent Permit is incomplete;
- (b) if the Applicant has not provided the fees, securities and/or insurance required;
- (c) if, for any reason the issuance of the Municipal Consent Permit is inconsistent with this By-law;
- (d) if the Applicant owes any fine, administrative penalty or fee to the City;
- (e) if the Applicant has submitted false, mistaken, incorrect or misleading information in support of the Application for a Municipal Consent Permit;
- (f) if the Applicant has had repeated issues with previous Road Cuts, Road Closures and/or Road Occupancies within the two (2) years preceding the current Application for a Municipal Consent Permit, the sole determination of which shall be made by the Director in his/her sole discretion;
- (g) if the work and/or project set out in the Application for a Municipal Consent Permit poses an unacceptable level of risk to the factors set out in Section 4a.(6);
- (h) in the case of an Application for a Municipal Consent Permit where a request for Road Cut Approval is sought in a location where roadway construction, reconstruction or resurfacing has occurred in that location within the past three (3) calendar years preceding the date of the proposed Road Cut unless:
 - (i) the Director is satisfied that the emergency provisions of Section 8 herein are applied;
 - (ii) the Application for a Municipal Consent Permit is a result of a development proposal for work that is deemed necessary in the sole discretion of the Director;
 - (iii) the work proposed is the maintenance, rehabilitation, construction or reconstruction of a City Highway, or the carrying out of other municipal works, the primary purpose of which is pavement provisions or preservation;
 - (iv) the work and/or project involves the repair of fluid or gas leaks by a public utility; or
 - (v) the work is deemed necessary in the sole discretion of the Director because of a major interruption to any existing public works.

c. Issuance of Municipal Consent Permit

- (1) In issuing a Municipal Consent Permit, the Director may set out the following:
 - (a) The Road Occupancy, Road Closure and/or Road Cut requests made thereunder that have been approved and any conditions of same, if applicable;
 - (b) the location of the permitted Road Occupancy, Road Closure and/or Road Cuts, if applicable;
 - (c) the particulars of the Road Occupancy Approval(s), Road Closure Approval(s) and/or Road Cut Approval(s), if applicable;
 - (d) the dates and times for the approved Road Occupancy, Road Closure and/or Road Cuts as the case may be;

- (e) the expiry date of the Municipal Consent Permit; and
 - (f) such conditions, terms and requirements for the permitted Road Occupancy, Road Cut or Road Closure as may be determined by the Director to be appropriate in the circumstances.
- (2) The Municipal Consent Permit is issued when it has been dated and signed by the Director or his/her designate. The issued Municipal Consent Permit sets out any Approvals granted thereunder by the Director or his/her designate in accordance with this By-law, including any Road Occupancy Approval(s), Road Closure Approval(s) and/or Road Cut Approval(s).
- (3) Whether or not it is specified on the face of the Municipal Consent Permit, every Municipal Consent Permit or extension thereof is issued subject to the condition that the Permit Holder shall:
 - (a) indemnify and save harmless, and defend the City, its elected and non-elected officials, agents, servants and workmen from all causes of action, claims, demands, expenses, losses, costs, damages, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with any work and/or project being done by the Permit Holder or his/her agents, officers, servant or workmen on the Highway covered under the Municipal Consent Permit issued under this By-law;
 - (b) place and maintain in good standing during the effective period of the Municipal Consent Permit, a policy of comprehensive general liability insurance with an insurer licensed in Ontario;
 - (i) with limits of not less than Five Million (\$5,000,000) Dollars per occurrence for bodily injury, death and damage to property including loss of use thereof;
 - (ii) which names the Corporation of the City of Sault Ste. Marie as an "Additional Insured" or as its interest appears; and
 - (iii) contains an endorsement to provide the City with thirty (30) days' prior written notice of cancellation of the policy;
 - (c) follow all Provincial legislation and perform work herein as the "Constructor" in accordance with the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1 ("OHSA") and the regulations made thereunder as amended, and shall ensure measures and procedures prescribed by the OHSA and the regulations made thereunder are carried out while the health and safety of workers and the public are protected; and
 - (d) allow an Officer at all reasonable times enter on any land for the purpose of carrying out an inspection to determine whether or not the provisions of this By-law, direction or order in association with the Municipal Consent Permit are being complied with.

d. Limitations – Effective Date of Permit

- (1) Where a Municipal Consent Permit contains a Road Closure Approval, the Permit Holder shall provide notice to the public of the closure in a manner as required by the Director.

- (2) The Municipal Consent Permit shall expire November 30th of the year of issuance unless an extension is approved by Director.

e. Permit

- (1) The Applicant shall ensure that the City has a 24-hour emergency contact number that can be reached at all times during the work and/or project so approved by the Municipal Consent Permit.
- (2) A copy of the Municipal Consent Permit shall be on site at all times during the work and/or project and available for review upon request. The Applicant shall produce evidence that he/she has received a Municipal Consent Permit when asked by authorities of the City. Failure to have the Municipal Consent Permit on site or failure to produce same upon request may result in an Order and shall be considered an Offence under this By-law.
- (3) Every Permit Holder shall comply and cause compliance with the Municipal Consent Permit and this By-law. Failure to comply with the Municipal Consent Permit and/or any provision of this By-law shall be considered an Offence under this By-law.

f. Revoke Permit

- (1) The Director may revoke a Municipal Consent Permit at any time and without prior notice to the Permit Holder if:
 - (a) it was issued in error;
 - (b) it was issued as a result of false, mistaken, incorrect or misleading information in the Application for a Municipal Consent Permit;
 - (c) there are reasonable grounds to believe that the Road Occupancy or Road Closure poses a risk to the factors outlined in 4.a(6); or
 - (d) the Permit Holder is not in compliance with any terms, conditions and/or requirements of any portion of the Municipal Consent Permit or any Approvals granted thereunder, including any Road Occupancy Approval(s), Road Closure Approval(s) and/or Road Cut Approval(s) Permit(s).
- (2) Any Permit Holder who has had his/her Municipal Consent Permit revoked or who objects to conditions imposed may appeal to Council and the decision of Council shall be considered final and binding on the Permit Holder.

g. Extension and Renewal

- (1) Any person who wishes to renew and/or extend a Municipal Consent Permit previously granted under this By-law shall contact the Director requesting renewal or extension at a minimum five (5) business days prior to the expiry of the Municipal Consent Permit and provide any requested modified documentation as required by this By-law or as deemed necessary by the Director. The Director reserves the right to approve or deny requests for

renewals or extensions of the Municipal Consent Permit and his/her decision is final.

5. MUNICIPAL CONSENT PERMIT – GENERAL CONDITIONS

a. Notice Requirements

- (1) Except as may be provided to the contrary in the Municipal Consent Permit, every Permit Holder shall provide notice at least two (2) business days in advance of the commencement of the authorized work and/or project permitted under the Municipal Consent Permit to those residents and operators of businesses occupying property beside, near and along the Highway where the work will occur. In the event that the Director determines the authorized work and/or project permitted under the Municipal Consent Permit is a more significant project, the Director may require the Permit Holder to comply with further notice requirements as the Director in his/her sole discretion deems is necessary as part of the conditions granted in the Municipal Consent Permit, and in such event the Permit Holder shall comply with such additional notice requirements.
- (2) The notice required pursuant to Subsection 5a.(1) shall be in writing and include particulars of:
 - (a) the work and/or project authorized under the Municipal Consent Permit and rationale for same;
 - (b) the approximate start date;
 - (c) the expected duration of the work and/or project;
 - (d) access restrictions and service interruptions
 - (e) contact information for the Permit Holder,
 - (f) any other requirements as may be set out by the Director in his/her sole discretion.
- (3) Where the Municipal Consent Permit permits work and/or a project that may cause interruptions to Traffic on a City Bus Route, the Permit Holder shall provide a minimum of ten (10) days' notice to the City's Transit Division, City Fire Services, City Police Services, any Contractors providing Recycling and Garbage Collection, Emergency Management Services and any and all School Bus Transportation providers in the City of Sault Ste. Marie in advance of the commencement of the authorized work and/or project.

b. Locates

- (1) The Permit Holder shall request all appropriate utility companies to mark and provide other location information to determine the location of their respective utilities and to provide safeguards for all utilities. Should the Permit Holder in carrying out the work authorized under the Municipal Consent Permit cause damage to any such utilities the entire cost and responsibility of restoring any such utilities shall be at the sole expense of the Permit Holder. The Permit Holder shall comply with all requirements as set out in the *Ontario Underground Infrastructure Notification System Act, 2012* S.O. 2012, c.4 as amended and any other applicable legislation.

- (2) The Permit Holder shall comply with all legislation that requires locates and the requirements of Ontario One Call.
- (3) The Permit Holder shall obtain any necessary permits and comply with any other applicable laws, By-laws, regulations and requirements of any relevant ministry, government agency, regulatory body or other authorities having jurisdiction in regards to locates. These obligations remain the responsibility of the Permit Holder.

c. Work Conditions

- (1) Every Permit Holder of a Municipal Consent Permit shall:
 - (a) when occupying the Highway proceed expeditiously with the work and/or project or cause the work and/or project to proceed expeditiously;
 - (b) occupy the Highway and authorize and permit the Highway to be occupied only at such time or times that the work and/or project authorized by the Municipal Consent Permit is actively in progress;
 - (c) keep or cause the work site on the Highway to be kept clean and safe;
 - (d) control or cause sources of dust at the work site to be controlled at all times;
 - (e) when occupying the Highway, comply with or cause compliance with the provisions of the *OHS*A as amended or replaced from time to time and the regulations made thereunder;
 - (f) not place any material, supplies, equipment or vehicles or cause or permit any material, supplies, equipment or vehicles to be placed on any part of a Highway at any time or in a location where it will create a traffic or safety hazard; and
 - (g) remove or cause to be removed, any material, supplies, equipment or vehicles on any part of a Highway when directed to do so by the Director.
- (2) Where the Permit Holder's work and/or project impedes snow removal, winter maintenance and any provision of municipal services (ie. Police, Emergency Management Services, Fire, School Bus Transportation) on areas where vehicular and pedestrian traffic are being maintained as reasonably determined at the sole discretion of the Director, the Permit Holder shall be responsible for providing ice and snow removal services within the limits of the work and/or project site and make alternate arrangements for the provision of municipal services. Such areas shall be cleared of ice and snow by the Permit Holder to the satisfaction of the Director.
- (3) Where the Permit Holder's work and/or project impedes Garbage and/or Recycling Collection as reasonably determined at the sole discretion of the Director, the Permit Holder shall be responsible for making arrangements with the City's Landfill to the satisfaction of the Director.
- (4) Should the Permit Holder fail to complete the required snow removal services and de-icing, or provide alternate arrangements for the provision of municipal services within the set deadlines, the Director without any notice to the Permit

Holder may arrange for the work to be done. All costs incurred by such removal shall be charged to the Permit Holder.

- (5) The Permit Holder shall immediately notify the Director of any alteration, breaking, or disturbance of existing Highway conditions or if the work and/or project undertaken deviates from that set out in the approved Municipal Consent Permit. The Permit Holder shall undertake a temporary repair and comply with the Director's requirements for same, and the Permit shall be responsible for all costs associated with the work as set out herein.
- (6) The Permit Holder shall ensure that all equipment is in good working order and does not leak fluids or produce unnecessary noise. The idling of service equipment shall be restricted to the minimum amount necessary for the completion of the authorized work and/or project.
- (7) The Permit Holder shall keep the work and/or project site in a tidy condition as practical and to the satisfaction of the City. The Permit Holder shall not deposit any material on any portion of Highway or other City property without the permission of the Director and shall remove the same without delay when and as directed by the Director. Upon completion of the work, the Permit Holder shall remove all surplus materials as well as any rubbish accumulated on account of the work, make good any defects or damage and shall leave the site in a condition satisfactory to the City.
- (8) Should the Permit Holder fail to comply with any requirement as set out in this By-law or further fail to maintain the Highway or other City property in a satisfactory condition, the Director without further notice may issue an Order as set out in this By-law, revoke the Municipal Consent Permit and/or arrange for the work the Director deems necessary in his/her sole discretion and or the work and/or project site to be cleaned immediately by others. All costs incurred by the City with respect to any matters set out herein shall be charged to the Permit Holder.

d. Cleanup

- (1) Upon completion of the work and/or project authorized by the Municipal Consent Permit, the Permit Holder shall:
 - (a) remove or cause to be removed, all excess material from the Highway and other City property; and
 - (b) leave or cause the work and/or project area to be left in a safe, hazard free and clean condition, similar to the conditions of the Highway beside, near and along to the work area and/or project area.

e. Peak Hour Restrictions

- (1) During any Peak Hour period identified in a Municipal Consent Permit, no Permit Holder of a Municipal Consent Permit shall authorize or permit:
 - (a) any trucks, vehicles, or equipment to be parked or placed or continued to be parked or placed on a Highway; or

- (b) any excavating or reinstatement of a Highway to take place.
- (2) During any Peak Hour period identified in a Municipal Consent Permit, a Permit Holder of a Municipal Consent Permit may be required to reinstate a Road Cut in accordance with this By-law to accommodate peak hour traffic and pedestrian volumes.

f. Warning Devices, Barricades and Traffic Signs

- (1) Every Permit Holder shall supply, erect and maintain or cause to be supplied, erected and maintained on site of a work and/or project authorized by a Municipal Consent Permit, such warning devices, barricades and traffic signs and in such numbers and in such location or locations as may be required in accordance with the OHSA as amended or replaced from time to time and the regulations made thereunder, including but not limited to the Ministry of Transportation Ontario Traffic Manual Book 7 Temporary Conditions; and
- (2) Every Permit Holder shall be responsible to ensure that:
 - (a) all warning devices, barricades and traffic signs at the work site are maintained in a good state of repair;
 - (b) all warning devices, barricades and traffic signs at the work site conform to the Ministry of Transportation Ontario Traffic Manual Book 7 Temporary Conditions as amended or replaced from time to time; and
 - (c) any warning devices, barricades or traffic which remain in place overnight:
 - (i) have lights and/or reflectors as may applicable, which are clean, visible and in good working order; and
 - (ii) are lit from sunset to sunrise.

6. ADDITIONAL CONDITIONS FOR ROAD CUTS AND TRENCHLESS

a. Road Cut

- (1) Every Permit Holder of a Municipal Consent Permit, which contains a Road Cut Approval, thereby authorizing a Road Cut shall:
 - (a) open or cause a Road Cut to be opened so as to do the least possible damage to the Highway and to any public utility or municipal service;
 - (b) ensure a Road Cut does not remain open for more than twenty-four (24) hours unless the work is actively in progress unless approved otherwise by the Director;
 - (c) ensure the surface is cut with a concrete saw in a manner to produce:
 - (i) an opening with edges which are vertically straight and oriented in a shape approved by the Director; and

- (ii) a cut, which is large enough to accommodate the proposed works without undermining the adjacent surface;
- (d) in the case of a Road Cut of a concrete surface, cause all the concrete to be broken out and removed:
 - (i) to the nearest expansion joint, or dummy expansion joint, using a concrete saw if necessary to provide on all sides of the Road Cut, a clean vertical surface; or
 - (ii) as specified by the Director, remove or cause to be removed, all excess material from the Highway; and
- (e) in the case of a sub-surface Road Cut, ensure that:
 - (i) the method of boring, jacking or tunneling used for the sub-surface Road Cut has first been approved by the Director; and
 - (ii) the surface of any area where a cave-in, settlement or heaving results from boring, jacking or tunneling by the Permit Holder is reinstated to the satisfaction of the Director; and
- (f) before opening a lane to traffic while work is ongoing under the Municipal Consent Permit, ensure that the surface has been reinstated with a hard surface and not gravel, and that approved ramping is in place at either end of the Road Cut.

b. Trenchless

- (1) Every Permit Holder of a Municipal Consent Permit to install trenchless services shall, at the sole discretion of the Director provide CCTV Camera Inspection of adjacent underground services to ensure the drilling operation did not drill through or otherwise compromise a pipe and/or underground infrastructure.
- (2) In the event that the drilling operations damaged City underground infrastructure, the Permit Holder shall forthwith be required to restore the underground infrastructure to the satisfaction of the Director. If the Permit Holder fails to forthwith restore the underground infrastructure to the satisfaction of the Director the City may complete such works the City deems in its sole discretion is necessary to restore the underground infrastructure and the Permit Holder shall be responsible for all costs and liabilities related to same.

c. Reinstatement – General Requirements

- (1) Every Permit Holder of a Municipal Consent Permit which contains a Road Cut Approval shall take such steps or cause such steps to be taken to ensure that any temporary or final reinstatement of the Highway is completed:
 - (a) by a contractor approved in advance by the Director;
 - (b) to current O.P.S.S. standards;
 - (c) to current City standards; and

- (d) to the satisfaction of the Director.
- (2) Every Permit Holder of a Municipal Consent Permit which contains a Road Cut Approval shall take such steps or cause such steps to be taken to ensure that any temporary or final reinstatement of the Highway is effected:
 - (a) with the same type of material, except for deleterious material, as the adjoining construction when originally constructed or as approved or directed by the Director;
 - (b) to the same thickness as the adjoining construction when originally constructed or with material of a thickness that has been approved or directed by the Director;
 - (c) to the same level as the adjacent surface; and
 - (d) to the satisfaction of the Director.

d. Backfilling

- (1) Every Permit Holder of a Municipal Consent Permit which contains a Road Cut Approval shall take such steps or cause such steps to be taken to ensure that the backfilling of the sub-base of the Road Cut is affected with native on-site material, unless the native on-site material is not of a quality or condition acceptable to the Director.
- (2) Every Permit Holder of a Municipal Consent Permit which contains a Road Cut Approval shall take such steps or cause such steps to be taken to ensure the placement of Granular "B" between the top of the sub-grade and one hundred and fifty (150 mm) millimeters below the Highway surface where the native onsite material is not of a quality or condition acceptable to the Director and shall excavate within limits sufficient to provide adequate frost tapers to the satisfaction of the Director;
- (3) Every Permit Holder of a Municipal Consent Permit which contains a Road Cut Approval shall take such steps or cause such steps to be taken to ensure that any compaction of fill by mechanical means:
 - (a) achieves a degree of compaction of not less than ninety-five (95%) percent of maximum dry density in the case of native on-site material; and
 - (b) achieves a degree of compaction of not less than one hundred (100%) percent of maximum dry density where Granular "A". Granular "B" and Granular "C" materials are used; and
 - (c) does not rely on water as the sole means of obtaining compaction.

e. Road Cut – Final Reinstatement

- (1) Every Permit Holder of a Municipal Consent Permit which contains a Road Cut Approval shall complete or shall cause to be completed the final reinstatement of the Road Cut and the Highway within thirty (30) days of backfilling and no later than October 31st in the year in which the work was authorized. The Permit Holder shall ensure that Final Reinstatement shall match existing conditions or better.

f. Road Cut – Final Reinstatement Exception

- (1) Despite Subsection 6e.(1), the Director may authorize in writing, a temporary reinstatement of the Highway, in circumstances where:
 - (a) final reinstatement cannot be achieved within the required time lines for reasons of supply, weather or other conditions beyond the control of the Permit Holder;
 - (b) the Highway is not in a condition to be permanently reinstated prior to October 31st in any year; or
 - (c) for other reasons, the Director, in his or her discretion determines it is not feasible to effect a permanent reinstatement within the required timeframe or by the required date.

g. Temporary Reinstatement - Conditions

- (1) Any approval by the Director for a temporary reinstatement of the Highway under Subsection 6f.(1) shall be subject to the following conditions:
 - (a) the base and sub-base shall be completed to the satisfaction of the Director before the temporary reinstatement is effected;
 - (b) the temporary road reinstatement shall be completed no later than October 31st of the year in which the Municipal Consent Permit which contains a Road Cut Approval is issued, or such other date as may be specified by the Director;
 - (c) the temporary reinstatement over the base shall consist of not less than seventy-five (75 mm) millimeters of asphalt, unless otherwise directed by the Director;
 - (d) the temporary reinstatement shall be maintained by the Permit Holder at the Permit Holder's cost and to the satisfaction of the Director until the final reinstatement occurs;
 - (e) repairs to the temporary reinstatement shall be affected by the Permit Holder within 24 hours of notification by the Director of any deficiency;
 - (f) final reinstatement of the Highway shall be completed to the satisfaction of the Director no later than June 30th of the year following the year in which the work began, or such other date as may be specified by the Director; and
 - (g) where temporary reinstatement includes cold mix or granular surfaces, the Permit Holder shall be required to fix potholes to the sole satisfaction of the Director until Final Reinstatement is complete.

h. Warranty

- (1) The Permit Holder is responsible for all repairs necessary to correct any settlement or deterioration of surface for a warranty period of two (2) years starting from the date of final reinstatement, or the date of the last repair.

i. Unsatisfactory Reinstatement

(1) *Notice of Unsatisfactory Reinstatement*

Where the backfilling or the temporary or final reinstatement or repairs to a temporary reinstatement completed by or on behalf of a Permit Holder does not comply with the provisions by this By-law, or where the backfilling or temporary or final reinstatement settles or subsides, the Director may give oral or written notice to the Permit Holder, specifying the work required to be completed by the Permit Holder to achieve compliance and the date by which such work is to be completed.

(2) *Written Notice*

Any oral notice referred to in Subsection 6i.(1) shall be confirmed in writing and served on the Permit Holder by regular, prepaid first class mail to the address for the Permit Holder as set out in the Application for a Municipal Consent Permit or by using such other notification means and contact information as may be provided for in the Application for a Municipal Consent Permit.

(3) *Remediation*

In the event that the work identified in the notice referred to in Subsection 6i(1) or (2) is not completed by the date specified in the notice or is not completed to the satisfaction of the Director, the Director may authorize the necessary work to be completed and invoice the cost to the Permit Holder. The cost shall be a debt of the Permit Holder and if unpaid, recoverable by the City by action or other means available at law. Any such step shall be in addition to any other remedy available under this By-law or at law.

(4) *Emergency Repairs to Reinstatement*

Despite Subsection 6i(2), if the Director is of the opinion that a temporary or final reinstatement of a Road Cut has created an emergency situation which may cause damage to vehicles or endanger the public, the Director may take such steps as the Director determines to be necessary to protect the area and may advise the Permit Holder orally, of the repair work which must be completed. The Director may give such notice by speaking to the person who answers at the phone number provided in the application for the Permit for emergency contact purposes or if there is no answer, by leaving a voice mail message if possible.

If there is no answer from the Permit Holder's telephone or the telephone is out of order or the Permit Holder does not carry out the required repairs to the satisfaction of the Director within four (4) hours of placing the telephone call, the Director may order the work to be done by or on behalf of the City and the Director shall confirm in writing to the Permit Holder the remedial action which has been completed and invoice the cost to the Permit Holder. The cost shall be a debt of the Permit Holder and if

unpaid, recoverable by the City by action, or other means available at law.

7. RESPONSIBILITY FOR CLAIMS

- (1) A Permit Holder shall be responsible for all losses and damages arising from or related to the work and/or project done by or for the Permit Holder or required to be done by the Permit Holder pursuant to the Municipal Consent Permit and this By-law.
- (2) A Permit Holder shall be responsible for all losses or damages arising directly or indirectly from settlement of the surface of a Highway within a period of two (2) years following the date of the final reinstatement of the Highway.
- (3) Where a Highway or public utility on the Highway has been damaged by a Permit Holder, the City or the Public utility as the case may be, has the sole responsibility for deciding who shall carry out the repairs. The Permit Holder shall be responsible for all costs, liabilities and expenses related to carrying out of such repairs. The cost shall be a debt of the Permit Holder and if unpaid, recoverable by the City by action, or other means available at law.

8. EMERGENCY CIRCUMSTANCES

- (1) Despite Paragraph 2a. and 2b., where public safety or health are at risk or other emergency circumstances exist, a person or public utility may engage in a Road Occupancy, Road Closure and/or Road Cut without a Municipal Consent Permit provided the person:
 - (a) All emergency procedures as outlined in the City's Streets By-law 2008-131 as amended shall apply.
 - (b) After emergency notification, contacts the City's Engineering Department by telephone at (705)759-5378 and provides information as to:
 - (i) the name of the public utility or contractor engaging in or authorizing the Road Occupancy, Road Closure and/or Road Cut;
 - (ii) the location of the Road Occupancy, Road Closure and/or Road Cut;
 - (iii) the nature of the emergency circumstances;
 - (iv) the particulars of the proposed Road Occupancy or Road Closure, including whether a Road Cut is required; and
 - (v) the estimated duration of the Road Occupancy or Road Closure.
 - (c) applies for a Permit on the same day the Road Occupancy, Road Closure and/or Road Cut is commenced, or if the City is not open for the issuance of Permits, on the morning of the next day on which the City offices are open for the issuance of Municipal Consent Permits.

- (i) The Director may require any person or public utility who undertook a Road Occupancy, Road Closure and/or Road Cut on an emergency basis pursuant to Subsection 2c.(3) to submit in writing, a written description of the emergency and the reasons why the Municipal Consent Permit could not be obtained in advance of the Road Occupancy, Road Closure and/or Road Cut and any other such information as the Director may require to assess whether the circumstances justified proceeding on an emergency basis.
- (ii) In the event that the Director is not satisfied, in his or her sole discretion, that the circumstances justified the Road Occupancy, Road Closure and/or Road Cut on an emergency basis pursuant to Subsection 2c.(3) the person or public utility who undertook or authorized the Road Occupancy, Road Closure and/or Road Cut shall for the purposes of this By-law, be treated as having engaged in a Road Occupancy, Road Closure and/or Road Cut ,as applicable without a Permit.

9. ENFORCEMENT

a. Enforcement – No Obstruction Etc.

- (1) This By-law may be enforced by any By-law Enforcement Officer.
- (2) No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.
- (3) For the purposes of Subsection 9a.(1) and (2), a By-law Enforcement Officer or person or persons authorized by the Director may enter onto land at any reasonable time to exercise a power, inspect or perform a duty under this By-law.

10. OFFENCES AND PENALTIES

- (1) Every person who hinders or obstructs or attempts to hinder or obstruct the Director or any By-law Enforcement Officer exercising a power or performing a duty pursuant to this By-law is guilty of an offence as provided in Section 426 of the *Municipal Act*.
- (2) Every person who contravenes any of the provisions of this By-law and any Director or Officer of a corporation who concurs in such contravention is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33.
- (3) For the purposes of Subsection 10(1) and (2) herein, each day on which a person contravenes any of the provisions of this By-law shall be deemed to constitute a separate offence under this By-law.

- (4) The levying and payment of any fine as provided for under *the Provincial Offences Act* shall not relieve a person from the necessity of paying any costs or charges for which such person is liable under this By-law.
- (5) The making of a false or intentionally misleading recital of fact, statement or representation in any application provided required by this By-law shall be deemed to be a violation of the provisions of this By-law.
- (6) An offence and subsequent conviction under this By-law pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.33 or the *Municipal Act*, shall not be deemed in any way to preclude the City from issuing a separate legal proceeding to recover charges, costs and expenses incurred by the City and which may be recovered in a Court of competent jurisdiction.
- (7) The City may recover all costs of doing a matter or thing from the Permit Holder by action or by adding to the tax roll for the Permit Holder's property and collecting the costs in the same manner as property taxes. The costs include interest calculated at the rate of fifteen (15%) percent calculated for the period commencing on the day the City incurs the costs and ending on the day the costs, including the interest are paid in full.

11. PROHIBITION ORDER

- (1) When a person has been convicted of an offence under this By-law, the Ontario Court (Provincial Division), or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation of the offence or doing of any act or thing by the person convicted directed towards the continuation of the offence.

12. REMEDIATION

- (1) Where the Director determines that a person is not in compliance with this By-law the Director may make an Order. The order shall set out:
 - (a) reasonable particulars of the contravention adequate to identify the contravention(s);
 - (b) the location where the contravention(s) occurred;
 - (c) the work required to be done by the Permit Holder;
 - (d) the date by which the work must be done to correct the contravention(s); and
 - (e) advise that in default of the work being done by the specified date, the City may correct the contravention at the person's expense.
- (2) An Order may, pursuant to s. 445(3) of the *Municipal Act*, require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law making them a contravention came into force.

13. SECTION 8 OF CITY STREETS BY-LAW 2008-131

- (1) Section 8 of the City By-law 2008-131 is deleted in its entirety.

14. ENACTMENT

- (1) This By-law shall come into force and take effect on March 9, 2020.

PASSED in open Council this 9th day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2020-71

USER FEES: (F1.1) A by-law to amend User Fees By-law 2019-222.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **BY-LAW 2019-222 AMENDED**

By-law 2019-222 is amended by deleting Schedule "C" and inserting the Schedule "C" 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 9th day of March 9, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-71 AMEND USER FEES BY-LAW.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2019-222 - Schedule "C"
ENGINEERING DEPARTMENT

<i>Services Offered</i>	<i>2019 Current Fee</i>	<i>2020 Proposed Fee</i>		<i>GST/HST Included or Added</i>
SEWER CONNECTIONS				
- 100 mm diameter lateral per connection	\$4,035.00	\$4,125.00		Exempt
- 150 mm diameter lateral per connection	\$4,395.00	\$4,490.00		Exempt
- Additional Connection Charges	\$2,095.00	\$2,140.00		Exempt
- Class A Pavement - Additional Charge	\$2,555.00	\$2,610.00		Exempt
- Class B Pavement or Surface Treatment- Additional Charge	\$2,145.00	\$2,190.00		Exempt
- Curb and Gutter - Additional Charge	\$1,175.00	\$1,200.00		Exempt
- Concrete Sidewalk - Additional Charge	\$1,430.00	\$1,460.00		Exempt
- Oversized Excavation for Separate Utilities	\$2,095.00	\$2,140.00		Exempt
- Class A Pavement for Separate Utilities - Additional Charge	\$1,535.00	\$1,570.00		Exempt
- Class B Pavement for Separate Utilities - Additional Charge	\$1,330.00	\$1,360.00		Exempt
- Curb and Gutter for Separate Utilities- Additional Charge	\$665.00	\$680.00		Exempt
- Concrete Sidewalk for Separate Utilities - Additional Charge	\$820.00	\$840.00		Exempt
- CCTV Mainline Sewer Inspection	\$205.00	\$210.00	/hour	Included
CULVERTS				
- Single Driveway	\$3,065.00/driveway	\$3,130.00/driveway		Exempt
- Double Entrance Driveway	\$5,110.00/driveway	\$5,220.00/driveway		Exempt
<i>Additional Charges</i>				
- Culvert Couplings	\$255.00/coupling	\$260.00/coupling		Included
- Additional Culvert length	\$1,020.00/meter	\$1,040.00/meter		Included
DIGITAL DATA FEES				
- Info Light (Vector) customized to user needs	\$100.00	\$100.00		Included
- Full data Extract	\$255.00	\$260.00		Included
- Raster Image	\$130.00	\$135.00		Included
- Customized Hardcopy/pdf Mapping Products - 11" x 17"	\$25.00	\$25.00		Included
- Customized Hardcopy/pdf Mapping Products - large format	\$50.00	\$50.00		Included
- Plan and Profile Drawings	\$10.00/sheet	\$10.00/sheet		Included
- Lawyer Requests for Sanitary/Lateral Services	\$25.00	\$25.00		Included
MUNICIPAL CONSENT FEE				
- Permit Application Fee	n/a	\$50.00		Added
PAVEMENT DEGRADATION FEE (cost per square metre of road cut)				
- Roads Reconstructed or Resurfaced in the past 0-10 years	n/a	\$20.00		Added
- Roads Reconstructed or Resurfaced in the past 11-20 years	n/a	\$15.00		Added
- Roads Reconstructed or Resurfaced in the past 21-25 years	n/a	\$10.00		Added

Revised March 9, 2020

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-72

DELEGATION: (S4.1) A by-law to delegate the authority for the temporary closure of all lanes of a particular Highway to vehicular traffic and to authorize the temporary occupancy of a Highway within the City or any part thereof for work or an activity other than a purpose for which the Highway was intended to the Director of Public Works, or his/her designate, pursuant to section 23.1 of the *Municipal Act, 2001* as amended.

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

1. **TEMPORARY STREET CLOSURE AND/OR TEMPORARY OCCUPANCY APPROVAL
POWERS DELEGATED**

The Council hereby delegates to the Director of Public Works, or his/her designate, the authority to approve a temporary street closure and/or a temporary occupancy of a Highway requested in a Municipal Consent Permit pursuant to By-law 2020-74 (Road Cuts).

2. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2020\2020-76 - DELEGATE SIGNING AUTHORITY FOR TEMP STREET CLOSINGS AND OCCUPANCY TO
DIRECTOR PUBLIC WORKS.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-73

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. to provide engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk.

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 March 9, 2020 between the City and TULLOCH Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk.

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 9th day of March, 2020.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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

CLIENT/ENGINEER AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

2019
(VERSION 3.0)

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 9th day of March, 2020

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

TULLOCH Engineering Inc.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Obtain Consulting Engineering Services in connection with the rehabilitation of the waterfront boardwalk and walkway along St. Marys River Drive in Sault Ste. Marie.

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. Client

Client shall be the party identified herein, and shall mean a municipality within the Province of Ontario or a related municipal organization representing the interests of Ontario municipalities.

2. Engineer

Engineer shall be the party identified herein, and shall be properly qualified to provide the professional services prescribed in this Agreement.

3. Municipal Engineers Association (MEA)

MEA shall mean the association of public sector Professional Engineers engaged in performing the various functions that comprise the field of municipal engineering in Ontario

4. Consulting Engineers of Ontario (CEO)

CEO shall mean the industry association created to represent the business interests of member consulting engineering firms, working with all levels of government and other stakeholders to promote fair procurement and business practices to support its member firms as necessary.

5. Order of Precedence:

- i. Standard Agreement
- ii. Schedule A: Supplementary Conditions to the Standard Agreement
- iii. Schedule B: Addenda to the Request for Proposals (RFP)
- iv. Schedule C: Request for Proposal (RFP)
- v. Schedule D: Proposal submission document(s) from the Engineer
- vi. Schedule E: Other

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer agrees to provide the services described in Article 2 (Services to be provided) 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 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. Subject to Article 1.5, 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/her Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

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

1.6 **Records and Audit**

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

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional Services and 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 Engineer, 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/her 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 an individual and deceases before his/her Services have been completed, this Agreement shall terminate as of the date of his/her 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 resulting from 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 his/her Services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) or (b), or whichever is applicable to the claim 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 \$2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$2,000,000.00 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 Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer'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 Engineer to perform its services in an orderly and efficient manner, the Engineer 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 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/her, 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 Engineer 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 Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Engineer 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 Engineer 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, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer 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 the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Engineer shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act, 1991, S.O. 1991, C. 17.
 - 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 the 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 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*.

4) Adjudication

- a) Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the provisions of section 13.5 of the *Construction Act, R.S.O. 1990, c. C-30*.
- b) Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the *Construction Act*.

1.22 Time

The Engineer shall perform the Services in accordance with the requirements of Article 2 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/she is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 Estimates, Schedules and Staff List

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

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

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

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

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

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

1.23.3 Monthly Reporting of Progress

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

1.24 Additional Conditions

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here. If there are no additional conditions, then this section is to be left blank. Documentation supporting additional conditions detailed here shall be contained in Article 5.

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.

The Consultant shall provide the services for the Waterfront Walkway Remediation preliminary and detailed design, contract document and specification preparation, assistance during tendering, construction services and such work shall include the following;

1. Assemble and review background information.
2. Meeting with the Client to review the proposed work program outlining tasks and schedule.
3. Collect background information from the City and other agencies including reports, drawings, studies, past contract documents, etc. pertaining to the project area. Review data and develop list of additional data required and establish design criteria.
4. Conduct a physical reconnaissance and review topographical maps of the project. Conduct a supplementary topographical survey and a bathymetric survey.
5. Conduct a Wave Uprush/Hydraulic/Scour Analysis.
6. The preparation and submission of preliminary drawings, investigations, and the recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement deems advantageous to the Client.
7. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
8. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
9. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.
10. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
11. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
12. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
13. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
14. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications toward approval.
15. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
16. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

Consultant's Services for Construction Administration on the Project

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based on extrapolation.

The extent of the Consultant's duties for general review are as follows:

- (a) Administrative Services During Construction
 1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
 2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
 3. Review shop drawings submitted for general compliance with the design requirements.
 4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
 5. Advise on the validity of charges for additions or deletions and preparation of change orders.
 6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
 7. Maintain adequate records related to the construction contracts.
 8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
 9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
 10. Schedule and attend job meetings as deemed necessary.
 11. Report on the progress of construction to the Client.
- (b) Resident Staff Services during Construction
 1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
 2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
 3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
 4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
 5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
 6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
 7. Maintain sufficient data to determine periodic progress of the Project.
 8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

The Client shall provide the Consultant with:

1. Available Functional Studies or Predesign Investigations undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. Base Plan of the project area showing property fabric.
4. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
5. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses (1) to (5) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

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

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he/she 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 for this agreement Fees Calculated on Time Basis

~~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

a) 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 detailed in the Engineer's proposal.

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.

b) 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 Upset Cost Limit

(a) The Engineer shall be paid a fee, calculated on a time basis, for the Services.

(b) Included in the fee, the Engineer 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 Engineer for the Services shall not exceed the total upset amount of \$199,035.00 plus, applicable taxes made up as follows:

(i) \$199,035.00 plus, applicable taxes for Core Services as described in Schedule A; and,

(ii) \$0 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 Engineer 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 Engineer shall not be entitled to any payment from the Contingency Allowance unless the Engineer 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.

3.2.4 Reimbursable Expenses – Apply to 3.2.1. through 3.2.3. and shall be included in 3.2.5.

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 Engineer in connection with the project.

3.2.5 Lump Sum 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.

- e) ~~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.~~

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.

~~3.3.2 **Fees Calculated on a Percentage of Cost Basis**~~

~~a) Monthly Payment~~

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced.~~

~~b) On Award of Contract~~

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his/her 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/her 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 Lump Sum

~~Based on a milestone basis as per the Engineer's proposal.~~

3.3.4 Invoices Generally

a) Requirements for a proper invoice

All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information:

- (1) The Engineer's name and address;
- (2) The date of the invoice and the period during which invoiced Services were supplied;
- (3) Information identifying the Agreement under which Services were supplied;
- (4) A description of the services supplied;
- (5) The amount payable for the services supplied , and a statement that payment is due upon receipt;
- (6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
- (7) The following additional information (if any):

b) Disputed invoices

If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall within 14 calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment in Form 1.1 as prescribed by the *Construction Act*.

Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in section 3.3.5.

3.3.5 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, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice.

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, and in any event no later than 28 days after receiving the proper invoice.

Interest on overdue accounts will be charged at the rate of 12% per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This 9th Day of March, 2020

Signature		Signature	
Name	Larry Jackson	Name	John McDonald
Title	General Manager of Engineering	Title	Project Manager

CLIENT: 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 9th Day of March, 2020

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents if required.

This article includes all schedules, (i.e. Request for Proposal, Proposal Submission, Certificates of Insurance, etc.) as well as any additional information required to form the Agreement, such as supplemental general conditions, etc.

The following schedules form part of:

- Schedule A: Supplementary Conditions – attached OR not used
- Schedule B: Addenda – attached OR not used
- Schedule C: Scope of Services – RFP attached OR not used
- Schedule D: Proposal from engineer – attached OR not used
- Schedule E: Other

Attached
☐
☐
☒
☒
☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

SCHEDULE "C"

**City of Sault Ste. Marie
Request for Proposal**



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

Engineering Services
Waterfront Walkway Remediation

January 15, 2020



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1.0 INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record to select a Professional Engineering Consultant to provide engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk.

Engineering services required for this project include collecting and analyzing data, providing recommendations, design, preparation of tender documents, obtaining permits and administration of construction contracts for the proposed works.

1.2 Date and Place for Receiving Proposals

All proposals must be sealed and delivered to:

The City of Sault Ste. Marie
Engineering Division
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6

By the following date and time:

Date: Thursday, February 6, 2020, at 11a.m.

Proposals received later than the date and time specified will not be accepted.

The contact person for this RFP will be:

Carl Rumiel, P. Eng.
Manager, Design and Transportation Engineering
c.rumiel@cityssm.on.ca or (705) 759-5379

It will be the proponent's responsibility to clarify any questions before submitting a proposal. A written addendum issued by the City of Sault Ste. Marie is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

Any questions concerning the requirements or intent of this Request for Proposal, or identification of any errors or omissions should be addressed to Mr. Carl Rumiel, Manager, Design and Transportation Engineering, telephone 705-759-5379, e-mail c.rumiel@cityssm.on.ca.

Proposals must be limited to **ten (10) pages**, single sided including appendices.

1.4 Withdrawal/Decline of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

Proponents on the City's VOR list for this infrastructure category need not submit a proposal if the proponent so chooses. Failure to submit a proposal will not result in removal of the proponent from the VOR list. A letter to the City declining this RFP would be appreciated.

1.5 Informal Proposals

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

All proponents have been prequalified on the City's VOR list. Therefore, the successful proponents will be selected based on evaluation of the proposal utilizing a rating system, which considers the requirements mentioned below.

A committee composed of City staff will be used in the selection process and the following points will be scored:

- 1) Consulting team's expertise in shoreline protection measures, erosion protection, and municipal engineering. Include relevant past experience on similar projects; **(35 points)**
- 2) Detailed proposed work program methodology; **(30 points)**
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; **(10 points)** and
- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall include work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City. The successful Consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement. **(25 points)**

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject

any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

Four (4) copies of the complete proposal submission must be received.

Proponents are also required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing. The letter shall also include the following statement:

I/We confirm that the 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: Yes ___ No ___

1.7 Conditions and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, or by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

1.8 Proposal Left Open

The Proponent shall keep their proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

- (A) Release of RFP: January 15, 2020
- (B) Submission of Proposal: February 6, 2020
- (C) Recommendation of Award: February 24, 2020
- (D) Signing of Agreement: February 25, 2020 (pending Council approval)

(E) Commencement of Services: February 25, 2020

(F) Construction Commencement: Spring 2020

The City reserves the right to alter the scheduling of items “C” to “F”. Proponents are asked to designate one contact person to whom any additional information deemed relevant to the proposal may be communicated.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

1.14 Indemnification

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any

provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

SECTION 2

TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to select a Professional Engineering Consultant to provide engineering services associated with the repair of the Sault Ste. Marie Waterfront Boardwalk.

Due to the high water levels, the boardwalk area has experienced erosion and sinkholes along the length of the boardwalk adjacent to St. Mary's River Drive and adjacent to the tailrace. Along St. Mary's River Drive, erosion of the rock protection under and beside the boardwalk structure have created sinkholes between the wood boardwalk and the adjacent asphalt path. Repeated efforts to fill the holes has not been successful. Adjacent to the tailrace, areas of the bank without protection have been eroded, and the fishing platform has been undermined to the point that the some paving stones have washed away. This area of the boardwalk has been closed since summer 2019.

The successful Consultant will collect and analyze information, provide recommendations, design, prepare tender document, obtain permits and administer construction contracts for the reinstatement of the shoreline protection, to ensure long-term stability of the boardwalk.

2.2 Existing Documentation

It will be up to the Proponent to become familiar with the details of the following documents if they see fit:

- Portions of original design drawings and associated documentation.
- Two separate site inspections reports (August 1 and August 29, 2019)

These documents can be viewed at the City's Engineering Division on the fifth floor of the Civic Center.

2.3 Project Requirements

Communications - Meetings, Workshops and Public Information Centres

The successful Consultant will determine the number of progress meetings and outline them in the proposal.

The minimum is expected to be:

- 2 Design Meetings with City staff
- Design and contract/ tender preparation
- Obtain required permits
- Contract administration
- Site inspection

Project Scope and Time Frame

It is anticipated that the project will be tendered in spring of 2020 with construction completed by November 2020. The successful Proponent will be able to start immediately following an agreement being approved by Council in February 2020.

Preliminary investigations suggest the overall project will cost approximately \$2.5M; with phase 1 costing \$1.5M in 2020 and phase 2 costing \$1.0M in 2021.

2.4 Project Deliverables

The project deliverables of the Waterfront Boardwalk Repair shall include:

- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings and engineering estimates
- Obtain required permits
- Preparation of all contract documents
- Contract administration
- Resident site inspection

SCHEDULE "D"

TULLOCH

Proposal for Engineering Services



THE CITY OF SAULT STE. MARIE

Waterfront Walkway Remediation

PROPOSAL FOR ENGINEERING SERVICES

FEBRUARY 2020



February 6, 2020
20-0001

The Corporation of the City of Sault Ste. Marie
Engineering Division
99 Foster Drive – 5th Floor
Sault Ste. Marie, Ontario, P6A 5X6

Attn: Mr. Carl Rumiel, P.Eng.
Manager, Design and Transportation Engineering

Re: Request for Proposal, Engineering Services
Waterfront Walkway Remediation
The City of Sault Ste. Marie, Ontario

Dear Sir:

TULLOCH Engineering is pleased to submit the enclosed proposal for the above noted project. We have fully read and understand the scope of work, have thoroughly reviewed the relevant background studies, visited the site, and other associated conditions and requirements of the work.

For this project, we have assembled a highly qualified and motivated team comprised of 100% local manpower containing significant experience with the City of Sault Ste. Marie and this specific project.

We confirm that TULLOCH Engineering (the 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.

We thank you in advance for your consideration. We trust the information presented within adheres to the terms and requirements outlined in the Request for Proposal document. Should you require elaboration or clarification with respect to the information presented, please feel free to contact the undersigned or Mr. Larry Jackson at your convenience.

Respectfully Submitted,
TULLOCH Engineering Inc.

John McDonald, P.Eng.
Project Manager

Larry Jackson, P.Eng.
General Manager

I have the authority to bind the corporation to the contents of the Proposal including pricing.

JM/bt
Encls: (4 copies)
cc. File

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1. INTRODUCTION

1.1 Background and Scope of Work

Due to higher than average water levels, erosion and scour has occurred to the riverbank underneath the St. Mary's River Drive boardwalk resulting in washouts and isolated sinkholes. The damage is a safety concern to the public and a practical, constructible and cost-effective repair solution is required. The City of Sault Ste. Marie has been monitoring and performing temporary repairs to the waterfront boardwalk and the adjacent asphalt path located on the edge of the St. Mary's Drive. Due to the continued deterioration, reinstatement of the shoreline protection is now required to ensure long term stability of the boardwalk.

The City of Sault Ste. Marie has previously engaged the expertise of TULLOCH Engineering (TULLOCH) to complete temporary repairs and structural reviews of failure areas along the St. Mary's River shoreline. In 2016, TULLOCH was retained to repair a portion of the shoreline, which was eroded and encroaching on the brick and asphalt recreational multi-use trail. In 2019, TULLOCH was retained to complete an inspection and assessment of the boardwalk to provide recommendations for remediation and monitoring of failure areas.

Why Choose TULLOCH Engineering?



Without proper shoreline protection – this can happen -. TULLOCH Engineering has the experience and expertise in river morphology, scour protection, hydraulic analysis, sediment and erosion analysis, stream restoration including channel design and geomorphology to provide long lasting robust designs which ensure the protection of public and private property that stand the test of time and nature.

1.2 Key Considerations

Based on our existing experience and detailed knowledge of the assignment and review of existing documentation, it is our opinion that effectively dealing with the following key considerations will be critical to the success of the project:

- **Timely Submission of Approval Applications to Government Agencies:** In order to meet project timelines, the timely submission of approval applications is of key importance.
- **Robust Design:** The works must be designed to last for several decades and to minimize maintenance requirements. The design must not only be technically correct but it must also minimize environmental impacts, maintenance requirements and life cycle costs.
- **Minimize Disruption during Construction:** The work area is located along a busy walkway adjacent to a municipal roadway. The planning and construction of the project must incorporate all reasonable measures to minimize this disruption and limit the inconvenience to the public.
- **Aesthetics:** As the boardwalk is located along a scenic portion of the St. Marys River with the Waterfront Trail, the proposed works must consider the aesthetics of the final design and the incorporation of landscaping into the final design.

The TULLOCH Engineering team is well equipped to deal with these key considerations to ensure the right solution is implemented with as little disruption as possible.

2. CONSULTANT TEAM

2.1 TULLOCH Corporate Overview



TULLOCH Engineering is a progressive consulting firm providing integrated land development, surveying and engineering services throughout Canada. The key focus of our company is to provide our clients with services for renewable energy development, environmental protection, infrastructure design, and the administration of capital construction projects.

2.2 Coldwater Consulting Corporate Overview



Coldwater Consulting Ltd's expertise in hydrology and hydraulics lets us understand, predict, and work with flowing waters. Stream assessments, flood plain mapping, topographic (including LiDAR) data analysis, hydrologic modeling (HEC-RAS), groundwater and free surface modelling are all done in-house by Coldwater staff.

2.3 Design Environment Corporate Overview



Design Environment Landscape Architect Inc. brings a wealth of knowledge and experience in developing people-places that are attractive, dynamic, functional designs that are cost effective and meet the needs of the client and the demanding requirements of our harsh northern climate. Design Environment has worked with many multi-disciplinary consultant teams throughout the years on a broad range of municipal, institutional and commercial projects.

2.4 Key Staff

TULLOCH Engineering has assembled a highly qualified and experienced technical team comprised of all local staff. Our experience and knowledge of the local site issues, geotechnical conditions, design and constructability concerns, local infrastructure and our highly skilled technical abilities make us an ideal team to undertake this project.

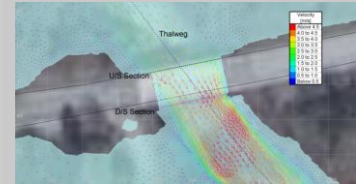
2.5 Staff Bio's

John McDonald, P.Eng. – Project Manager. John McDonald, P.Eng., will be the lead design engineer and Project Manager on this assignment and will be responsible for the day to day management of the project. John is a professional engineer with more than eighteen years of experience in all aspects of municipal infrastructure design including; erosion and scour protection, stormwater management, culvert and bridge repairs and replacements, road design, and municipal servicing. John also has extensive experience in the completion of engineering surveys, construction materials, construction project management and municipal asset management.

Ryan Dagenais, Engineering Intern –Civil Design: Ryan Dagenais E.I.T., will assist Mr. McDonald in carrying out the detailed analysis and engineering for the project. Ryan is completing his post graduate experience working towards obtaining his professional engineers' licence. Ryan has been involved in drainage design and infrastructure design projects related to property development. For the past 8 months, Ryan has been a group lead for a technical crew of TULLOCH staff at our New Gold mine tailings pond construction project where he was responsible for the coordination of staff, and review of deliverables to the client. Ryan is a graduate of the University of Ottawa in 2018. Working under the tutelage of our local civil engineers, Ryan has quickly gained familiarity with City standards and procedures.

Bill Tibble – Aquatic Ecologist. Bill Tibble, M.Sc., is TULLOCH Engineering's Environmental Department Lead. For this project, Bill will provide technical assistance in completing permitting applications to the Sault Ste. Marie Region Conservation Authority (SSMRCA), the Ontario Ministry of Natural Resources and Forestry (MNR), the Department of Fisheries and Oceans (DFO) and to Transport Canada. Additionally, Bill will assist with the design of protection measures to the riparian shoreline area and aquatic environments.

Hydraulic, Geomorphology and Scour Protection Expertise



TULLOCH Engineering staff has the expertise and existing knowledge to not only provide a technically accurate design but the ability to readily evaluate different design solutions, evaluate various scenarios of mitigating risks and to optimize the design of the project as a whole. This is value engineering, and this is the TULLOCH Advantage.

Tom Gregory – Designer/Contract Administrator. Tom Gregory is a Contract Administrator with TULLOCH Engineering, with more than 8 years of experience performing municipal design, inspection and contract administration services for infrastructure projects within Sault Ste. Marie. Tom was the Contract Administrator on the Fort Creek Aqueduct Reconstruction Project. The project was completed on-time and on-budget with great praise. Tom's responsibilities for this project will commence with assisting in the design and preparation of contract documents to Contract Administration duties. Tom will be responsible for assisting in the administration of the contract and quality assurance.

Michael H. Davies, B.Sc., M.Sc., Ph.D., P.Eng – Coldwater Consulting. Mike is a native of Sault Ste. Marie, is a licensed professional engineer with over 30 years of experience in hydraulic (civil) engineering, providing innovative solutions to engineering problems for a wide range of private and public sector clients. Prior to entering private practice, he was a Senior Research Officer and Coordinator of the Coastal Engineering Group at the Canadian Hydraulics Centre of the National Research Council in Ottawa. He has extensive project management experience on complex projects under tight budgetary and time constraints.

Ernst A. Kreps, B.L.A., O.A.L.A., C.S.L.A. – Design Environment Landscape Architect. Ernst has a proven track record as dedicated team member in developing integrated solutions to challenging design programs while meeting stringent schedules. Ernst creates built forms that reflect a high degree of respect for the natural environment and embody the unique qualities of a site. Ernst has worked on numerous projects that have achieved LEED Gold – the new Algoma Public Health Facility, the Algoma University Bio-Science Facility and the New PUC Headquarters along with the Extendicare Long-term Care Facilities in both Sault Ste. Marie and Timmins. Ernst brings this commitment to design excellence to all his projects.

2.6 Relevant Past Project Experience

- St. Marys River Shoreline Stabilization near the existing Fish Hatchery, Sault Ste. Marie
- Stobie Creek Stream Enhancement, Kensington Conservatory
- Root River shoreline embankment and revetment construction associated with the repairs to Municipal Bridge No. 8 on Fourth Line, Sault Ste. Marie
- Root River shoreline and roadway embankment stabilization associated with repairs to Municipal Bridge No. 1 on Great Northern Road/Highway 17 N, Sault Ste. Marie
- Reconstruction of Canal Drive, Sault Ste. Marie.
- Stream Morphology and Scour Protection design in association with the Base Line and Town Line Road Bridge Replacements, Sault Ste. Marie
- Stream Morphology and Scour Protection design in association with the Beaver Creek Road Bridge Replacement, Manitoulin Island
- Stream Morphology and Scour Protection design in association with the Doe Lake Road Bridge Replacement, Katrine
- Chapleau Waterfront Revitalization, Chapleau, Ontario

3. WORK PROGRAM

Based on the request for proposal and key project considerations identified within, we have developed a work program to satisfy the objectives of the assignment. The individual project tasks are briefly described below.

3.1 Project Initiation

The initial phase of the project includes TULLOCH Engineering immersing ourselves into the details of the project. We will prepare the MEA Agreement upon award of the project. We will attend a project initiation meeting with the City to introduce the key personnel involved, to review the proposed scope of work and schedule to ensure that it meets their objectives, and to establish a concise design criterion.

3.2 Background Information Review

As a first step, the project team will review relevant background information to be made available by the City in order to gain an understanding of the problem and site conditions. At a minimum, the following documents will be reviewed:

- Geotechnical reports for the site;
- Construction records including field reports and site photographs;
- As-built information; and,
- All available flow monitoring data.

TULLOCH Engineering will also liaise with Brookfield Renewable in an attempt to gain their flow data from the Clergue Generating Station as well as their flood risk mapping.

3.3 Preliminary Design

3.3.1 Establish Design Criteria

TULLOCH will establish all relevant design criteria, background information required, survey information required, and St. Mary's River flow data required to create a robust design.

3.3.2 Topographic and Bathymetric Survey and Current Measurements

In accordance with the terms of the Request for Proposal, the topographic survey is to be completed by the successful consultant. To facilitate the design, TULLOCH Engineering will conduct a topographical and bathymetric survey of the river and take velocity measurements within the river. The velocity measurements will be used in the design of scour and erosion protection measures for the revetment and will be completed during a period of full output from the Clergue Generating Station.

3.3.3 Hydraulic Analysis & Wave Uprush Analysis

TULLOCH Engineering will evaluate each repair alternative hydraulically, in addition to constructability, cost, environmental, impact to aquatic life and other factors identified during the design evaluation. Each alternative design will be developed in sufficient detail to allow TULLOCH Engineering to identify problems and complications associated with each alternative and we will systematically evaluate alternatives for their advantages, disadvantages, adverse impacts and possible mitigating measures. These procedures will assist in the decision-making process, to help determine which alternative best meets the project's objectives. TULLOCH Engineering will provide the necessary background information to allow the City and SSMRCA to provide input on the alternatives. TULLOCH utilizes various top of the line software when conducting hydraulic analyses to ensure the accuracy of the results, leading to efficient designs.

We will utilize our subconsultant Coldwater Consulting Ltd. to aid in the hydraulic and wave uprush analysis. Coldwater will assess the existing hydraulic conditions of the site based on water level gauges operated by the US and Canadian governments. Coldwater will utilize flow modelling to simulate water levels and flow velocities contributing to erosion and damage to the site. Results of numerical modelling will be reported and combined with engineering design guidelines to support TULLOCH's design of the remediation works.

Existing Project Knowledge



TULLOCH Engineering has extensive existing knowledge of the project, and much of the existing technical information required for the design of the project. Couple this with our experience and expertise in the design of shoreline works, TULLOCH Engineering is the right choice to provide engineering services to meet the projects objectives.

3.3.4 Scour Assessment

Shoreline examination begins in the office with a review of the watercourse path, slopes and geotechnical information. TULLOCH will then proceed with further evaluation including field review and scour vulnerability analysis. The information gained here will be key in TULLOCH's design being robust and practical to prevent problems in the future.

The examination process is conducted by trained TULLOCH staff and involves a review of historical engineering information about the shoreline, followed by a visual inspection. Information is recorded about soil conditions, the type of rock or sediment carried by the river, and the angle at which the river flows along the shoreline. The area under the walkway is also thoroughly inspected for holes and other evidence of scour.

3.3.5 Development of Base Drawings

At the conclusion of field work operations, TULLOCH Engineering will begin preparation of base drawings. This phase is the time in which the raw data, the design considerations and our experience start to merge. We take into account the owner's requirements and desires, the budget, the site, restrictions and covenants, local codes and standards, and other criteria that will affect the project.

From this information we prepare design drawings showing removal plans, staging plans, plans and profiles of new construction geometrics, site orientation, standard and non-standard details and landscaping conceptual plans.

3.3.6 Progress Review Meeting

At this stage, we will propose a review meeting with City staff. At this meeting, the base drawings will be presented, and we will receive further direction from the City for the completion of the detailed design and production of tender ready drawings.

3.4 Detailed Design, Specifications, Approvals and Tendering

Detailed design is the phase where the design is refined and plans, specifications and detailed estimates are created. This phase is where the full cost of the project is identified. It has been proven that detailed design and engineering is the key phase in which a project's costs are defined and set. By adhering to the following work plan, TULLOCH Engineering will mitigate project risks, and provide a robust, cost effective design.

3.4.1 Detailed Design and Landscape Design

The detailed design will incorporate all aspects of the work including but not limited to; the removal of the existing damaged works, cribbing and anchors, the creation of the armoured slope, revetment toe design for enhanced scour protection, and the design of environmental controls and mitigation measures during construction.

TULLOCH Engineering will prepare the contract drawings that meet the client's requirements and in accordance with City standards. Drawings will clearly differentiate between original conditions and new construction, with all prominent features clearly labeled and design features identified by appropriate legend. The detailed design will include all such elements as may be required for the construction of the project.

We will utilize our subconsultant Design Environment Landscape Architect Inc. to provide all required landscape design drawings and submission requirements for the City while considering aesthetics.

3.4.2 Contract Documents and Specification

Contract specifications will be prepared to provide instructions to contractors. Special provisions will be used to address specific construction practices, materials and methods of measurement for payment. In preparing the specifications, TULLOCH Engineering will utilize Ontario Provincial Standard Specifications as much as possible. Quantity and cost estimates will be updated throughout the detailed design phase and significant cost escalation items will be reported to the City as they arise.

3.4.3 Pre-Tender Cost Estimate

In addition to regular cost estimate updates throughout the project, a pre-tender cost estimate will be prepared by TULLOCH Engineering for the information of the City and will be based on the final items and quantities within the contract documents. TULLOCH will work with the City to ensure the project stays within budget.

3.4.4 Approvals

TULLOCH Engineering will apply for and obtain all necessary approvals required for the project potentially including but not limited to; In-water work permit from the Ontario Ministry of Natural Resources and Forestry, Sault Ste. Marie Region Conservation Authority permit under O.Reg. 176/06., review by the Department of Fisheries and Oceans approvals branch to ensure compliance with the Fisheries Act as well as approvals from Transport Canada. TULLOCH Engineering's Environmental group has the design knowledge and permitting experience to successfully mitigate environmental impacts and meet project timelines.

3.4.5 Progress Review Meeting

Following completion of the key milestones in the design process, we propose a review meeting with City staff. At this meeting, we will review progress to date, cost estimates for the work and receive further direction from the City for the completion of the remainder of design into tender drawings and specifications.

3.5 Services During Construction

3.5.1 Advertise Tender and Tendering

In addition to the preparation of construction specifications and contract documents, TULLOCH Engineering will administer the Tendering process on behalf of the City of Sault Ste. Marie in accordance with the City's procurement by-law. Enquiries during the tender period will be addressed by TULLOCH Engineering by addendum. TULLOCH Engineering will be present during the closing of the bid process and evaluate the bids for completeness, accuracy, experience and cost. A tender review report including recommendations will be provided to the City and TULLOCH staff will make themselves available to City Council to address any questions and concerns they may have.

3.5.2 Construction Contract Administration and Quality Assurance Inspections

TULLOCH is a recognized leader in providing contract administration and support services for the construction industry. We have built an impressive portfolio by providing construction management services for all levels of government and private industry. Our professional staff lead the industry in a variety of project delivery methodologies. TULLOCH's expertise in the area of contract management provides an assurance the contract will be administered in a fair and transparent manner in accordance with the contract documents and governing law. We are committed to completing projects successfully, expeditiously, and on budget.

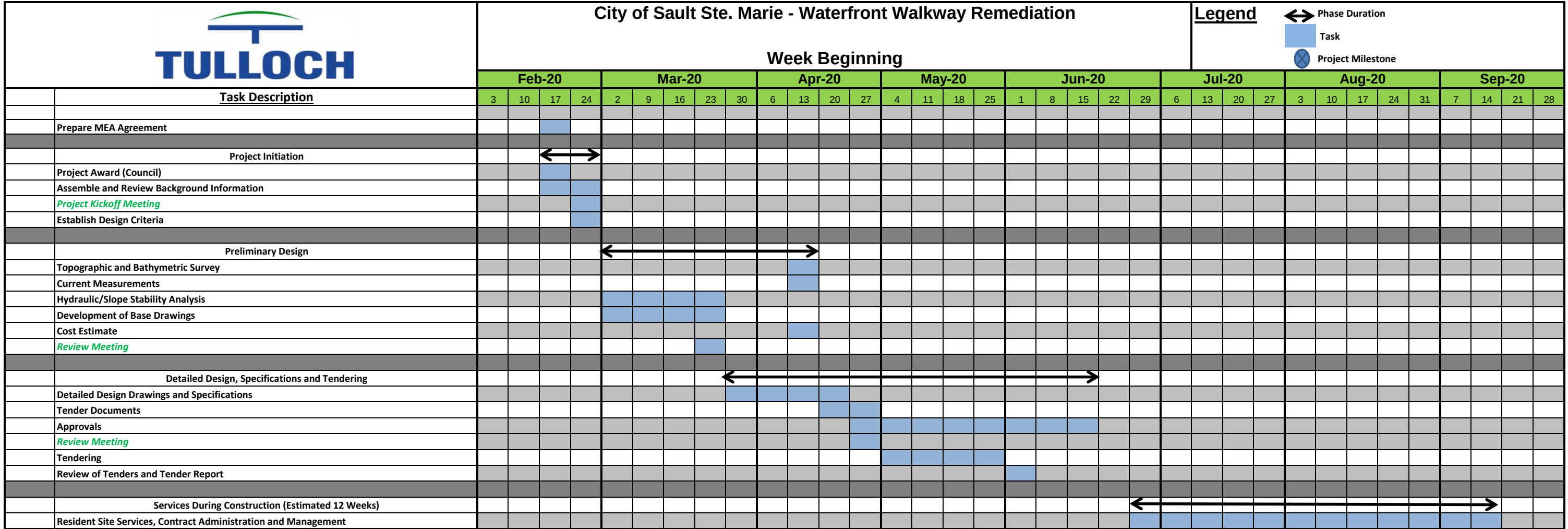
3.5.3 *Project Close-out Documentation and Warranty Inspection*

On completion of construction activities, we will provide the City with a detailed set of as-constructed plans. TULLOCH staff recognises that accurate recording of as-built data is vital for future maintenance and information purposes. After Substantial Completion of the project, TULLOCH staff will regularly review the constructed conditions and coordinate any 'make good' work required of the contractor. Final payment certificates will be issued in addition to ensuring the contractor's project close-out submittals are completed in accordance with the contract documents.

4. SCHEDULE AND FEE ESTIMATE

TULLOCH Engineering is committed to the delivery of the project on time and on budget. We have prepared the attached schedule in accordance with our work plan and on the assumption that in-water work will likely be restricted to July and August. TULLOCH Engineering confirms we have sufficient resources to complete the project as proposed herein.

Engineering fees corresponding to the different project tasks are provided in the attached Task-Cost Matrix. We are prepared to treat the enclosed Total Engineering Fee as an Upset Limit. It will not be exceeded unless authorized in writing by the City of Sault Ste. Marie.





THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2020-75

AGREEMENT: 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 Employment and Social Development for funding in the amount of Sixteen Thousand Nine Hundred Sixty Nine (\$16,969.00) Dollars to support seniors activity programming.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in right of Canada, as represented by The Minister of Employment and Social Development, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding in the amount of Sixteen Thousand Nine Hundred Sixty Nine (\$16,969.00) Dollars to support seniors activity programming.

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 9th day of March, 2020.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY

THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT

AND

Corporation of the City of Sault Ste Marie

(HEREINAFTER REFERRED TO AS "THE RECIPIENT")

HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

- 1.0 AGREEMENT**
- 1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:
- (a) These Articles of Agreement
 - (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)), as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* (R.S.C., 1985, c. A-17), requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

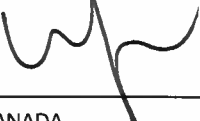
28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)	
Common System for Grants and Contributions (CSGC) File Number: 016617524	
Project Title:	Seniors Outdoor Activity Hub
Program Name:	New Horizons for Seniors Program
This Application is:	☒ Approved ☐ Not Approved
Grant Amount:	

Amount Requested: \$ 16969	Amount Approved: \$ 16969
Project description and Budget adjustments: Activities and Timelines: The organization will purchase a digital piano and tool set to offer activities such as technology lessons, arts and crafts, and choir that support the social participation and inclusion of seniors. The key activities of the project will be: • Purchase stage and piano • Choir performance • Hosting a variety of activities and workshops for seniors Key role of seniors and volunteers are: • Seniors will be involved in the planning and implementation in programs. Budget: Expenditures include: Capital Assets: \$16,969 for iPad, 4 Cricut Cutting machines and start-up tools, digital piano, and stage. Other Conditions: Does not apply to this project Specific Obligations Related to the Project: i.e.: publication or research, or other tool printed or published in both languages. Does not apply to this project	
Project Period: From: 2020/03/02 To: 2021/03/01	
Payment Method: Number of Installment(s): 1 1 st Installment Amount: \$ 16969 1 st Installment Date: 2020/03/02	
Date of Approval: 2020/01/28 Canada signing authority on behalf of the Minister of Employment and Social Development  FEB 21 2020	
CANADA	Date (yyyy-mm-dd)

FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)	Title (please print)
Signature	Date (yyyy-mm-dd)
Signatory Name (please print)	Title (please print)
Signature	Date (yyyy-mm-dd)
Signatory Name (please print)	Title (please print)
Signature	Date (yyyy-mm-dd)