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

Monday, August 9, 2021
4:30 pm
Video Conference

Pages

1. **Adoption of Minutes** 17 - 33

Mover Councillor M. Shoemaker
Seconder Councillor P. Christian
Resolved that the Minutes of the Regular Council meeting of July 12, 2021 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 M. Shoemaker
Seconder Councillor S. Hollingsworth
Resolved that the Agenda for August 9, 2021 City Council meeting as presented be approved.

5. **Proclamations/Delegations**

5.1. **Sault Ste. Marie Public Library 125th Anniversary** 34 - 34

5.2. **Social Services Awareness Week** 35 - 35

5.3. **National Overdose Awareness Day** 36 - 36

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that all the items listed under date August 9, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1. Annual Report of the Integrity Commissioner

37 - 40

The annual report of the Integrity Commissioner is attached for the information of Council.

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the Annual Report of the Integrity Commissioner for the period February 1, 2020 to June 30, 2021 be received as information.

6.2. Second Quarter Financial Report – June 30, 2021

41 - 61

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth
That the report of the Manager of Finance dated August 9, 2021 concerning second quarter financial report to June 30, 2021 be received as information.

6.3. John Rhodes Community Centre LED Lighting Upgrade

62 - 66

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

The relevant By-law 2021-165 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4. Tender for 16-Ton Excavator

67 - 69

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated August 9, 2021 be received and that the tender for the supply and delivery of one 16-ton excavator as required by Public Works and Engineering Services be awarded to Toromont Cat at their low tendered price, meeting specifications, of $216,811.98 plus HST.

6.5. Tenders for Equipment Purchase

70 - 74

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

Council.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian
Resolved that the report of the Manager of Purchasing dated August 9, 2021 be received and that the tenders for the supply and delivery of three pieces of equipment as required by Public Works and Engineering Services be awarded as listed at the combined low tendered total price, meeting specifications, of $427,673 plus HST:

- One articulated wheeled loader: Brandt Tractor Ltd, Lively ON, $214,000
- One 16,500 lb gasoline dump truck: Commercial Truck Equipment Corp, Woodstock ON, $98,673
- One industrial tractor/loader: Brandt Tractor Ltd, Lively ON, $115,000

6.6. RFP MacDonald Avenue Drainage Improvements

75 - 76

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated August 9, 2021 be received and that the proposal submitted by Tulloch Engineering, for the provision of Engineering Services to MacDonald Avenue Drainage improvements with fees of $178,487.50 plus HST as outlined in their proposal as submitted, as required by Public Works and Engineering Services be approved.

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

6.7. Adventure Bus

77 - 80

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the report of the Director of Community Services dated August 9, 2021 concerning Adventure Bus be received and that Transit Services be directed to:

1. Bring a service level increase to cover the cost of the six month pilot to 2022 Budget deliberations; and
2. Advise the Local Immigration Partnership and Social Services to promote the opportunity if Council approves as part of the 2022

budget process.

6.8. Rural Economic Development Agreement 81 - 106

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

The relevant By-law 2021-166 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9. Municipal Law Enforcement Officer and By-law Enforcement Officer Appointment 107 - 108

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-laws 2021-171 and 2021-172 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10. Biosolids and Source Separated Organics 109 - 118

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

The relevant By-law 2021-161 is listed under the 11 of the Agenda and will be read with all by-laws under that item.

6.11. Effluent Water System Upgrades 119 - 123

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

The relevant By-law 2021-173 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12. Landfill Pump Station 124 - 128

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

The relevant By-law 2021-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian
The relevant By-law 2021-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13. Sludge Mixing Upgrades 129 - 132

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

the consideration of Council.

The relevant By-law 2021-170 is listed under item 11 of the Minutes.

6.14. Drive-In Road Parking Prohibition 133 - 134

A report of the Manager of Traffic and Communications is attached for the consideration of Council.

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian
Resolved that the report of the Manager of Traffic and Communications dated August 9, 2021 concerning Drive-In Road Parking Prohibition be received and that the Legal Department be requested to draft an amendment to the Parking By-law 77-200 to prohibit parking on both the north and south sides of Drive-In Road from Great Northern Road to Industrial Park Crescent at any time.

6.15. Licence to Occupy City Property Agreement – 363 Wellington Street West 135 - 136

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

The relevant By-law 2021-157 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16. Deeming By-law – Dave Brown Subdivision, Plan 1703 – 731 and 735 Lennox Avenue 137 - 139

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

The relevant By-law 2021-142 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17. Deeming By-law – Hughes “B” Subdivision, Plan 5884 – 540 Albert Street East, 165 and 177 Brock Street 140 - 142

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

The relevant By-law 2021-154 is listed under item 11 of the Agenda and will be read with all by-laws listed under that item.

6.18. Partial Acquisition 1001 Third Line East and 1120 Third Line East (Third Line Reconstruction Project) 143 - 146

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

The relevant By-laws 2021-162 and 2021-163 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19. Property Declared Surplus and Sale – Part 148 Dacey Road (Rear) 147 - 150

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

The relevant By-law 2021-156 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.20. Sale Property on Yates Avenue (Ellsin Environmental Ltd.) 151 - 154

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

The relevant By-law 2021-155 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.21. Community Development Award 2021 – Queenstown I.D.A. Drug Mart – 302 Queen Street East 155 - 160

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

The 2021 Community Development Award will be presented at a future Council meeting.

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth
Resolved that the report of the Senior Planner dated August 9, 2021 concerning 2021 Community Development Award be received and that Council present the 2021 Community Development Award to Queenstown I.D.A. Drug Mart, located at 303 Queen Street East.

6.22. Shape the Sault – Official Plan Update 161 - 163

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the Report of the Senior Planner dated 2021 08 09 concerning the New Official Plan be received as information.

6.23. New Active Transportation Plan 164 - 166

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

Mover Councillor D. Hilsinger

Seconder Councillor S. Hollingsworth
Resolved that the report of the Senior Planner dated August 9, 2021 concerning New Active Transportation Plan be received and that Council authorize staff to issue a Request for Proposals to undertake a comprehensive Active Transportation Master Plan study, to a maximum cost

of $150,000 (inclusive of non-recoverable HST), with funding to come from carry over funds from the FutureSSM project.

6.24. Neighbourhood Improvement Program 167 - 169

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

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian
Resolved that the report of the Planning Director dated August 9, 2021 concerning Neighbourhood Improvement Programs be received as information.

7. Reports of City Departments, Boards and Committees

7.1. Administration

7.2. Corporate Services

7.3. Community Development and Enterprise Services

7.3.1. Downtown Plaza Update 170 - 177

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 9, 2021 concerning Downtown Plaza Development Update be received and that staff be authorized to: submit relevant funding applications to support the plaza, including the Tourism Relief Fund; and commence the fundraising campaign for the downtown plaza.

7.3.2. Brock St. Property Update – Future Home of Mill Market 178 - 191

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

Mover Councillor M. Shoemaker

Seconder Councillor S. Hollingsworth
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 9, 2021 concerning Brock Street Property Update – Future Home of Mill Market be received as information.

7.4. Public Works and Engineering Services

7.5. Fire Services

7.6. Legal

7.7. Planning

7.8. Boards and Committees

7.8.1. Public Library Board

One vacancy

Mover Councillor R. Niro

Seconder Councillor S. Hollingsworth
Resolved that Kendall Barban be appointed to the Public Library Board from August 9, 2021 to November 14, 2022.

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

8.1. Council Meeting Schedule

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian
Whereas the City of Sault Ste. Marie City Council has consistently met twice-monthly for upwards of 25 years; and

Whereas in 25 years since the current Council schedule was established, the City and the entire world has changed dramatically; and

Whereas it is prudent for the City to review its processes to ensure they meet with the current needs of the municipality;

Now Therefore Be It Resolved that in the fall of 2021, City staff bring forward additional options for the 2022 Council schedule for Council to choose from.

8.2. Labour Force Recruitment

Mover Councillor P. Christian

Seconder Councillor M. Shoemaker
Whereas in 2020, a report from the federal ministry of Immigration, Refugees, and Citizenship Canada determined that 26% of the working population in Sault Ste. Marie is over the age of 55; and

Whereas nearly 11,000 people are expected to retire within the next decade, requiring an influx of workers to fill the gap; and

Whereas the number of people exiting the workforce over this period is projected to be 1.5 times as many entering, creating a shortage of workers; and

Whereas although the challenges listed above are daunting, the current trend

of utilizing remote employees and the positive lifestyle the Sault has to offer can help mitigate the effects of a shrinking labour pool and present opportunities for the City to attract new residents; and

Whereas Sault Ste. Marie has embarked on an initiative to recruit remote workers and new residents through the Sault Ste. Marie Innovation Centre and the Community Development and Enterprise Services Department (formerly the Economic Development Corporation); and

Whereas it is important for Council and the community at large to be cognizant of the opportunities and remain informed and engaged in the progress of these initiatives.

Now Therefore Be It Resolved that Council ask staff to provide quarterly updates on these initiatives with the goal of filling these employment gaps and grow the community population;

And further that this report include (but not be limited to) the following information:

- summary of recruitment activities
- number of views/inquires relating to recruitment activities
- new positions filled through recruitment activities
- current challenges/shortfall or opportunities in particular industries
- local initiatives (training courses, educational programs (post-secondary etc.))

8.3. Opioid Lawsuit

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Whereas over the last several years more citizens across Canada have become increasingly addicted to opioids, leading to what can by all definitions be described as an epidemic; and

Whereas Canadian municipalities like Sault Ste. Marie, have experienced the devastating effects of opioid addiction; and

Whereas Sault Ste. Marie has seen rise in the toll taken on its citizens, including a significant rise in opioid related deaths; and

Whereas Canadian municipalities including Sault Ste. Marie have spent millions and millions of dollars including but not limited to: a dramatic increase in emergency ambulance and fire service calls to respond to opioid related overdoses, a dramatic increase in policing associated with crime related to opioid abuse and addiction, and an escalation in homelessness as a result of this crisis and more and more individuals having to undergo methadone treatment for their addiction; and

Whereas for years drug companies that manufactured prescription opioids participated in an extensive marketing campaign to expand the market for opioids and their own market share, garnering billions of dollars of profits from this effort for both manufacturers and distributors of these drugs; and

Whereas in June of 2020, the City of Grand Prairie, Alberta filed a $10-billion class-action lawsuit against opioid manufacturers and distributors, that seeks to recoup municipal costs associated with the opioid crisis on behalf of Canadian municipalities;

Now Therefore Be It Resolved that the City Council direct the City of Sault Ste. Marie's Legal Department to explore the possibility of the City of Sault Ste. Marie formally joining this class action lawsuit, the benefits and or risks of same, and to report back to City Council with its findings in this regard.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that all By-laws under item 11 of the Agenda under date August 9, 2021 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 2021-142 (Subdivision Control) 731 and 735 Lennox Avenue (Stafford and Brown) 192 - 194

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-142 being a by-law to to deem not registered for purposes of subdivision control certain lots in the Dave Brown Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 9th day of August, 2021.

11.1.2. By-law 2021-154 (Subdivision Control) 540 Albert East, 165 and 177 Brock Street (Sault Ste. Marie Housing Corporation) 195 - 197

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-154 being a by-law to to deem not registered for purposes of subdivision control certain lots in the Hughes “B” Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 9th day of August, 2021.

11.1.3. By-law 2021-155 (Property Sale) Yates Avenue (Ellsin Environmental Ltd.) 198 - 199

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-155 being a by-law to authorize the sale of surplus property on Yates Avenue, legally described in PIN 31609-0384 (LT) to Ellsin Environmental Ltd. be passed in open Council this 9th day of August, 2021.

11.1.4. By-law 2021-156 (Property Sale) Part 148 Dacey Road (Rear) Sale and Surplus 200 - 201

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-156 being a by-law to declare the City owned property legally described as PIN 31486-0106 (LT) PT LT 37 RCP H708 RANKIN LOCATION PT 6 1R6086; SAULT STE. MARIE, being part civic 148 Dacey Road (rear) as surplus to the City’s needs and to authorize the disposition of the said property to the Sault Ste. Marie Housing Corporation or as otherwise directed be passed in open Council this 9th day of August, 2021.

11.1.5. By-law 2021-157 (Agreement) Belsito 363 Wellington W Agreement 202 - 205

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-157 being a by-law to authorize the execution of the Amending Agreement between the City and Kevin Belsito for the use of City property at 363 Wellington Street West for the purpose of additional parking be passed in open Council this 9th day of August, 2021.

11.1.6. By-law 2021-158 (Official Plan) 305 Conmee (Soapy'z Auto Wash Ltd., Ben Cicchelli) 206 - 208

Council Report was passed by Council resolution on July 12, 2021.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-158 being a by-law to adopt Amendment No. 234 to the Official Plan for the City of Sault Ste. Marie (Soapy'z Auto Wash Ltd., Ben Cicchelli, 305 Conmee) be passed in open Council this 9th day of August, 2021.

11.1.7. By-law 2021-159 (Zoning) 305 Conmee (Soapy'z Auto Wash Ltd., Ben Cicchelli) 209 - 211

Council report was passed by Council resolution on July 12, 2021.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-159 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 305 Conmee Avenue (Soapy'z Auto Wash Ltd., Ben Cicchelli) be passed in open Council this 9th day of August, 2021.

11.1.8. By-law 2021-160 (Development Control) 305 Conmee (Soapy'z Auto Wash Ltd., Ben Cicchelli) 212 - 213

Council report was passed by Council resolution on July 12, 2021.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-160 being a by-law to designate the lands located at 305 Conmee Avenue an area of site plan control (Soapy'z Auto Wash Ltd., Ben Cicchelli) be passed in open Council this 9th day of August, 2021.

11.1.9. By-law 2021-161 (Agreement) Biosolids Management Facility Fee Addendum 214 - 215

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-161 being a by-law to authorize the execution of the Agreement between the City and AECOM for the Biosolids Management Facility Fee Addendum be passed in open Council this 9th day of August, 2021.

11.1.10. By-law 2021-162 (Property Acquisition) Part 1001 Third Line East (Zufelt) 216 - 217

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-162 being a by-law to authorize the acquisition of a portion of property located at civic 1001 Third Line East (Zufelt) be passed in open Council this 9th day of August, 2021.

11.1.11. By-law 2021-163 (Property Acquisition) Part 1120 Third Line East (Rancier) 218 - 219

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-163 being a by-law to authorize the acquisition of a portion of property located at civic 1120 Third Line East (Rancier) be passed in open Council this 9th day of August, 2021.

11.1.12. By-law 2021-165 (Agreement) John Rhodes Community Centre LED Lighting Upgrades Arena Bowls 220 - 265

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-165 being a by-law to authorize the execution of the Agreement between the City and Tombari Electric Ltd. for the LED Lighting Upgrades in the arena bowls and seating areas at the John Rhodes Community Centre be passed in open Council this 9th day of August, 2021.

11.1.13. By-law 2021-166 (Agreement) Rural Economic Development Funding 266 - 289

A report from the Director of Tourism and Community Development is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-166 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs to access funds for the Rural Economic Development Program be passed in open Council this 4th day of August, 2021.

11.1.14. By-law 2021-167 (Engineering) Agreement Asset Management Plan 290 - 366

Council Report was passed by Council resolution on July 12, 2021.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-167 being a by-law to authorize the execution of

the Agreement between the City and AECOM Canada Limited to provide consulting engineering services for the City of Sault Ste. Marie in relation to an Asset Management of core infrastructure be passed in open Council this 9th day of August, 2021.

11.1.15. By-law 2021-168 (Engineering) Agreement AECOM Landfill Pumping Station Preliminary Upgrades Study 367 - 391

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-168 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Landfill Pumping Station Preliminary Upgrades Study be passed in open Council this 9th day of August, 2021.

11.1.16. By-law 2021-169 (Engineering) Agreement Queen and Spring Street Improvements 392 - 444

Council Report was passed by Council resolution on July 12, 2021.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-169 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Limited for the operational and capital requirements to provide engineering services for the conceptual streetscape, road and traffic design for downtown road improvements on Queen Street East and Spring Street planned to begin 2023 be passed in open Council this 9th day of August, 2021.

11.1.17. By-law 2021-170 (Engineering) Agreement AECOM East End WWTP Sludge Mixing Upgrades 445 - 468

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 2021-170 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Sault Ste. Marie East End Waste Water Treatment Plant sludge mixing upgrades be passed in open Council this 9th day of August, 2021.

11.1.18. By-law 2021-171 (Parking) Amend By-law 93-165 Enforcement Officers 469 - 470

A Report from the Manager Transit and Parking is on the Agenda.

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-171 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 9th day of August, 2021.

11.1.19. By-law 2021-172 (Parking) Amend By-law 90-305 Enforcement Officers 471 - 473

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

Mover Councillor D. Hilsinger

Seconder Councillor P. Christian
Resolved that By-law 2021-172 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 9th day of August, 2021.

11.1.20. By-law 2020-173 (Engineering) Agreement with AECOM West End WPCP PH I Upgrades 474 - 475

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 2021-173 being a by-law to authorize the execution of the Fee Addendum Authorization between the City and AECOM Canada Ltd. for the Sault Ste. Marie West End Water Pollution Control Plant Phase I Upgrades be passed in open Council this 9th day of August, 2021.

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

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

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

13. Closed Session

Mover Councillor M. Shoemaker

Seconder Councillor P. Christian
Resolved that this Council move into closed session to discuss two items concerning the disposition of land;

Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending disposition of land by the municipality.

14. Adjournment

Mover Councillor D. Hilsinger

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

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, July 12, 2021
4:30 pm
Video Conference

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, K. Fields, S. Schell, P. Niro, D. Elliott, S. Hamilton Beach, B. Lamming, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, S. Cole, R. Van Staveren, F. Pozzebon, P. Tonazzo

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1. Adoption of Minutes

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

Resolved that the Minutes of the Regular Council meeting of June 28, 2021 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 D. Hilsinger – A-14-21-Z.OP – 145 Old Garden River Road

The Water Tower Inn is an adjacent property.

3.2 Councillor D. Hilsinger – A-14-21-Z.OP 145 Old Garden River Road (DiTommaso Investments Inc.)

The Water Tower Inn is an adjacent property.

3.3 Councillor D. Hilsinger – Short Term Rental Review

Relationship with The Water Tower Inn (hotel industry).

3.4 Councillor R. Niro – By-law 2021-149 (Agreement) SSM Firefighters (Local 529)

Brother was employed as a firefighter during the period to which the by-law applies.

4. Approve Agenda as Presented

Moved by: Councillor L. Dufour
Seconded by: Councillor R. Niro

Resolved that the Agenda for July 12, 2021 City Council meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Pridefest Week

5.2 A-14-21-Z.OP – 145 Old Garden River Road

Councillor D. Hilsinger declared a conflict on this item. (The Water Tower Inn is an adjacent property.)

Fausto DiTomasso was in attendance on behalf of the applicant.

Wendy Hansson, President and CEO and Lisa Case, Clinical Director – Mental Health and Addictions, Sault Area Hospital, were in attendance.

Frank Shunock was in attendance.

5.3 A-13-21-Z.OP – 305 Conmee Avenue

Ben Cichelli, applicant, was in attendance.

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor M. Bruni

Resolved that all the items listed under date July 12, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Outstanding Resolutions

6.2 Registration of Tax Arrears Certificates and Sales

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Taxation dated July 12, 2021 concerning Registration of Tax Arrears Certificates and Sales be received and that Council authorize the Manager of Taxation to commence tax sale proceedings in accordance with the *Municipal Act*, 2001.

Carried

6.3 RFP Security Services – Transit Terminal

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated July 12, 2021 concerning RFP Security Services – Transit Terminal be received and that the proposal submitted by North East Regional Security Services Inc. be approved.

The contract will commence August 1, 2021 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Carried

6.4 RFP Asset Management Plan – Consulting Engineering

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

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

Resolved that the report of the Manager of Purchasing dated July 12, 2021 concerning RFP Asset Management Planning – Consulting Engineering be received and that the proposal submitted by AECOM Canada Ltd. with fees of $210,000.00 plus HST as outlined in their proposal as submitted, as required by Public Works and Engineering Services, be approved.

A By-law authorizing signature of the Agreement will appear on a future Council Agenda.

Carried

6.5 RFP Feasibility Study – STEAM Centre

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

Moved by: Councillor L. Dufour
Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated July 12, 2021 concerning RFP Feasibility Study – STEAM Centre be received and that the proposal submitted by dEa with fees of $88,500.00 plus HST (disbursements extra) as outlined in their proposal as submitted, as required by Community Development and Enterprise Services, be approved.

Carried

6.6 STEAM Centre

The report of the Director of Tourism and Community Development was received by Council.

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor R. Niro

Resolved that the report of the Director Tourism and Community Development dated July 12, 2021 concerning STEAM Centre be received as information.

A report appears elsewhere on the agenda with a recommendation from Purchasing to select a vendor from the RFP process.

Carried

6.7 Twin Pad Arena Task Force

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 July 12, 2021 concerning the establishment of a Twin Pad Arena Task Force be received and that Council authorize the establishment of the Twin Pad Arena Committee comprised of: Mayor Provenzano, Councillor C. Gardi, Councillor M. Shoemaker, the CAO, the Deputy CAO, Community Development and Enterprise Services (Chair),Chief Financial Officer/City Treasurer, the Director of Community Services, the Director of Planning, the Director of Engineering, the Manager of Community Arenas, the Manager of Recreation and Culture and the Manager of Facilities and Maintenance; and further that the Terms of Reference be approved.

Carried

6.8 Enabling Accessibility Fund – Seniors

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

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

Resolved that the report of the Director of Community Services dated July 12, 2021 concerning Enabling Accessibility Fund – Seniors be received and that:

1. The City apply for the Enabling Accessibility Fund in support of investment as presented at the Seniors Centre;
2. The Seniors reserve be used as the source of funding for the City share outside of the capital budget process;
3. The share the applicant is responsible for be directed to Social Services Housing Corporation to cover the contribution amount if the Fund directs that the owners must apply.

Carried

6.9 Amendment to FedNor Funding FutureSSM

The report of the Director of Tourism and Community Development was received by Council.

The relevant By-law 2021-152 is listed under item 11 of the Minutes.

6.10 Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor R. Niro

Resolved that the report of the Director of Economic Development dated July 12, 2021 concerning Revised Industrial Land Pricing – Leigh's Bay Road and Yates Industrial Park be received and the price per acre on these lands be increased from $25,000 per acre to $50,000 per fully serviced acre to better reflect market pricing for similar properties in the market.

Carried

6.11 Miscellaneous Paving – Contract 2021-6E

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

The relevant By-law 2021-147 is listed under item 11 of the Minutes.

6.12 Queen and Spring Street Improvements Consultant Selection

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 July 12, 2021 concerning the Queen and Spring Street Improvements consultant selection be received and that Council authorize entering into an agreement for engineering services with AECOM.

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

Carried

6.13 Landfill Operations and Monitoring 2020 – Environmental Monitoring Committee

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 July 12, 2021 concerning the annual operations and monitoring reports for the municipal landfill be received as information.

Carried

6.14 Shopping Carts

The report of the Assistant City Solicitor/Senior Litigation Counsel, Chief Building Inspector and Director of Public Works was received by Council.

The relevant By-law 2021-146 is listed under item 11 of the Minutes.

6.15 Canada Community Revitalization Fund

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor R. Niro

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 12, 2021 concerning the Canada Community Revitalization Fund be received and Council authorize staff to make an application to this funding program in the amount of $700,000 to support the completion of a portion of waterfront boardwalk along the eastern edge of the Roberta Bondar marina.

Carried

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Dennis Street Terminal Update

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

Moved by: Councillor M. Shoemaker
Seconded by: Councillor M. Scott

Resolved that the report of the Director of Community Services dated July 12, 2021 concerning Dennis Street Terminal Relocation be received and that staff be directed to proceed with an amended environmental assessment process to consider either:

1. The reconstruction or renovation of the Dennis Street terminal at its existing location to meet both the needs of Sault Transit users and the Sault Transit division; or
2. Alternative locations for a transit terminal in the downtown core (including the former Agawa Canyon tour train station) and in roughly the same proximity to the Dennis Street terminal; and

Further that the additional costs for the amended environmental assessment be paid from a source determined to be most appropriate by staff, or, in the event a source cannot be identified, from the Unforeseen Reserve.

	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	**2**	**9**	**0**

Defeated

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

Resolved that the report of the Director of Community Services dated July 12, 2021 concerning Dennis Street Terminal Relocation be received and that staff be directed to proceed with reconstruction of the Dennis Street terminal at its existing location.

	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	**4**	**7**	**0**

Defeated

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

Resolved that the report of the Director of Community Services dated July 12, 2021 concerning Dennis Street Terminal Relocation be received and that a request for proposal be issued to obtain a consultant to complete construction drawings and administer the tendering process for the renovation/build of the 111 Huron Street transit facility.

	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	**7**	**4**	**0**

Carried

7.4 Public Works and Engineering Services

7.4.1 Winter Control – Level of Service

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

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor M. Bruni

Resolved that the report of the Director ofPublic Works dated July 12, 2021 concerning Winter Control – Level of Service be received and that Council approve the current level of service as described in Guideline W-3 – Winter Maintenance.

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

Councillor M. Scott	X		
Results	**11**	**0**	**0**

Carried

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 Short Term Rental Review

Councillor D. Hilsinger declared a conflict on this item. (Relationship with The Water Tower Inn (hotel industry).)

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 July 12, 2021 concerning Short Term Rental Review be received and that staff proceed with public consultation upon the proposed short term rental accommodation regulations.

	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	Conflict		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**10**	**0**	**0**

Carried

7.7.2 A-13-21-Z.OP 305 Conmee Avenue (Soapy'z Auto Wash Ltd.)

The report of the Planner was received by Council.

Moved by: Councillor L. Dufour
Seconded by: Councillor R. Niro

Resolved that the Report of the Planner dated July 12, 2021 concerning Official Plan and Zoning Application A-13-21-Z.OP be received and that Council approve Official Plan Amendment #234 (map change) by redesignating the rear 11 metres of the subject property from Residential to Commercial; and

Further be it resolved that Council rezone 305 Conmee Avenue from Low Density Residential Zone (R3) to Commercial Transitional Zone (CT2.S) with a Special Exception to permit, in addition to those uses permitted in a CT2 zone, the following special provisions:

1. An electrical contractor's yard with no outdoor storage.
2. Reduce the rear (south) yard setback from 10 metres to 3 metres.

And that the subject property be deemed subject to site plan control as per section 41 of the *Planning Act;*

And that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

	For	**Against**	**Absent**
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**11**	**0**	**0**

Carried

7.7.3 A-14-21-Z.OP 145 Old Garden River Road (DiTommaso Investments Inc.)

Councillor D. Hilsinger declared a conflict on this item. (The Water Tower Inn is an adjacent property.)

The report of the Senior Planner was received by Council.

The relevant By-laws 2021-143, 2021-144 and 2021-145 are listed under item 11 of the Minutes.

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor R. Niro

Resolved that the report of the Senior Planner dated July 12, 2021 concerning Application A-14-21-Z.OP be received and that Council approve the application in the following manner:

1. Approve Official Plan Amendment 235 and re-designate the subject property from Industrial to Institutional on Land Use Schedule C of the Official Plan, and approve a notwithstanding clause to permit a warehousing, wholesaling and distribution centre with no outdoor storage to operate from the subject property.
2. Rezone the subject property from Light Industrial Zone (M1) to Institutional Zone (I), with a special exception to permit a warehousing, wholesaling and distribution centre, to a maximum of 10,765 sq.ft., with no outdoor storage, in addition to the uses permitted in an Institutional Zone.

And that the subject property be deemed subject to site plan control as per section 41 of the *Planning Act*.

	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	Conflict		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		

Councillor M. Scott	X		
Results	**10**	**0**	**0**

Carried

7.8 Boards and Committees

7.8.1 Committee of Adjustment

By-law 2021-153 appointing Wayne Greco to the Committee of Adjustment from July 12, 2021 to December 31, 2022 listed under item 11 of the Minutes.

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

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

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

Resolved that all By-laws under item 11 of the Agenda under date July 12, 2021 save and except By-law 2021-149 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 2021-141 (Agreement) Northern Community Centre Twin Pad Expansion

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

Resolved that By-law 2021-141 being a by-law to authorize the execution of the Agreement between the City and EllisDon Corporation for the Northern Community Centre Twin Pad Expansion be passed in open Council this 12th day of July, 2021.

Carried

11.1.2 By-law 2021-143 (Official Plan) 145 Old Garden River Road (DiTommaso)

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

Resolved that By-law 2021-143 being a by-law to adopt Amendment No. 235 to the Official Plan for the City of Sault Ste. Marie (Fausto DiTomasso, 145 Old Garden River Road) be passed in open Council this 12th day of July, 2021.

Carried

11.1.3 By-law 2021-144 (Zoning) 145 Old Garden River Road (DiTommaso)

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

Resolved that By-law 2021-144 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 145 Old Garden River Road (Fausto DiTommaso o/a DiTommaso Investments Inc.) be passed in open Council this 12th day of July, 2021.

Carried

11.1.4 By-law 2021-145 (Development Control) 145 Old Garden River Road (DiTommaso)

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

Resolved that By-law 2021-145 being a by-law to designate the lands located at 145 Old Garden River Road an area of site plan control (Fausto DiTommaso) be passed in open Council this 12th day of July, 2021.

Carried

11.1.5 By-law 2021-146 Shopping Carts

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

Resolved that By-law 2021-146 being a by-law to prevent and control the abandonment of shopping carts on City Property, Highways or any land within the City of Sault Ste. Marie outside of an Owner's Premises and to authorize the disposal by the City of abandoned Shopping Carts be passed in open Council this 12th day of July, 2021.

Carried

11.1.6 By-law 2021-147 (Agreement) Miscellaneous Paving Contract (2021-6E)

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

Resolved that By-law 2021-147 being a by-law to authorize the execution of the Contract between the City and Ellwood Robinson Inc. for the Miscellaneous Paving Contract (2021-6E) be passed in open Council this 12th day of July, 2021.

Carried

11.1.7 By-law 2021-148 (Traffic) Amend By-law 77-200 (Schedule "Y")

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

Resolved that By-law 2021-148 being a by-law to amend Traffic By-law 77-200 (Schedule "Y") be passed in open Council this 12th day of July, 2021.

Carried

11.1.9 By-law 2021-150 (Traffic) Amend By-law 77-200 (Schedule C)

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

Resolved that By-law 2021-150 being a by-law to amend Traffic By-law 77-200 (Schedule "C") be passed in open Council this 12th day of July, 2021.

Carried

11.1.10 By-law 2021-151 (Agreement) Engineering Tulloch Civic Centre Entrance Upgrades

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

Resolved that By-law 2021-151 being a by-law to authorize the execution of the Agreement between the City and TULLOCH Engineering Inc. for the Civic Centre Entrance Upgrades be passed in open Council this 12th day of July, 2021.

Carried

11.1.11 By-law 2021-152 (Agreement) FedNor Amendment

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

Resolved that By-law 2021-152 being a by-law to to authorize the execution of the Amending Agreement between the City and FedNor to implement a strategic plan to attract investment, talent, diversity and put in place an inclusive community structure for decision making to maximize resource’s and economic outcomes be passed in open Council this 12th day of July, 2021.

Carried

11.1.12 By-law 2021-153 (Local Boards) Appointment Committee of Adjustment

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

Resolved that By-law 2021-153 being a by-law to appoint Wayne Greco to the Committee of Adjustment be passed in open Council this 12th day of July, 2021.

Carried

11.1.8 By-law 2021-149 (Agreement) SSM Firefighters (Local 529)

Councillor R. Niro declared a conflict on this item. (Brother was employed as a firefighter during the period to which the by-law applies.)

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

Resolved that By-law 2021-149 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Professional Firefighters Association (Local 529) for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 12th day of July, 2021.

	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	Conflict		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**10**	**0**	**0**

Carried

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

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

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

13. Closed Session

Moved by: Councillor L. Dufour
Seconded by: Councillor R. Niro

Resolved that this Council move into closed session to discuss one item concerning the disposition of land; one acquisition of land; and one item concerning labour relations or employee negotiations;

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

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; and (d) labour relations or employee negotiations

Carried

14. Adjournment

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS The Sault Ste. Marie Public Library was first established by resolution of the council of the Township of Sault Ste. Marie on August 31, 1896; and

WHEREAS The Sault Ste. Marie Public Library has served the community for one hundred and twenty-five years, providing resources and programming that has advanced literacy, knowledge, culture and the overall enrichment of the community;

WHEREAS The Sault Ste. Marie Public Library has continued to be a public space that is open and accessible to all members of our community, providing equitable service that respects the rights and dignity of each individual:

NOW THEREFORE, I, Christian Provenzano, Mayor of the City of Sault Ste. Marie, do hereby proclaim **August 31, 2021** to be the Sault Ste. Marie Public Library's quasquicentennial anniversary and a moment to be celebrated.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS Social services are vital to our community's health, well-being and prosperity and;

WHEREAS Social Services' Awareness Week highlights the unique and comprehensive services available within the City of Sault Ste. Marie and;

WHEREAS Social Services' Awareness Week is an inclusive event that promotes the development of a community where everyone is valued, respected and recognized and;

WHEREAS Community Social Services agencies have come together with the aim of increasing public awareness about the programs and services available within our community and;

WHEREAS Residents of Sault Ste. Marie and surrounding area are encouraged to engage, learn and fully participate and in the events scheduled throughout the week:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie do hereby proclaim **August 23rd to August 27th, 2021** as **"Social Services Awareness Week"** and invite all members of the community to learn, take part and acknowledge the service and contributions that social agencies provide for the betterment of our community.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS International Overdose Awareness Day is recognized globally on August 31st to honor the individuals whose lives have been lost and acknowledge the grief felt by families, friends, and communities; and

WHEREAS Overdose Awareness Day hopes to raise awareness about the risks associated with substance use; and

WHEREAS Overdose Awareness Day aims to reduce the stigma related to substance use disorders and drug related deaths; and

WHEREAS Every person deserves the support they require to prevent injury and death from overdose, and it is imperative to support overdose prevention policies and projects and to help make sure everyone understands that overdose affects everyone, the substance user, their families, friends, and communities,

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim Tuesday, August 31, 2021 as INTERNATIONAL OVERDOSE AWARENESS DAY and encourage all citizens to recognize and support individuals in our community affected by substance use.

Signed,

Christian Provenzano
Mayor

Annual Report

of the

Integrity Commissioner

for

The Corporation of the City of Sault Ste. Marie

(Covering the period from February 1, 2020 to June 30, 2021)

Prepared By: **Antoinette Blunt, President, Ironside Consulting Services Inc.**

Date: **Monday July 26, 2021**

IRONSIDE
Consulting Services Inc.

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Background

On May 1, 2018, the Council of the Corporation of the City of Sault Ste. Marie, appointed Antoinette Blunt, President, Ironside Consulting Services Inc. as the City's first Integrity Commissioner. The period of appointment was from May 1, 2018 until December 31, 2020. This appointment was extended by mutual agreement of the parties, on December 14, 2020 until March 31, 2023. This report represents the services provided from February 1, 2020 until June 30, 2021.

Preliminary Review of Complaint Alleging Violation of Code of Conduct by Mayor Provenzano

A request for an investigation into the conduct of Mayor Provenzano, was received on October 8, 2020. The allegations included, improper use of City resources; use of City property for personal use; improper influence on staff and improper use of influence. The Integrity Commissioner concluded that none of these allegations were substantiated. The Integrity Commissioner finds there are no grounds for an inquiry. And found that Mayor Provenzano did not violate the Code of Conduct for Members of Council and Local Boards, By-law 2017-242, dated 11 December 2017, as amended.

Participation in AMO's Survey: Strengthening Accountability for Municipal Council Members

The Integrity Commissioner responded to the above noted AMO survey prior to the closing date of July 15, 2021. One statement noted that Municipalities are required to develop codes of conduct for members. Currently, Codes of Conduct for Members of Council rules about:

- Gifts, benefits and hospitality
- Respectful conduct
- Confidential information
- Use of municipal property and equipment
- Any other subjects the municipality wishes to include

Respondents were asked if there are other things that municipalities should be required to address in their codes of conduct. The Integrity Commissioner responded stating, not specifically, but what would be beneficial is developing a "Guide to Code of Conduct", for reference to enhance understanding; to promote a higher standard of conduct and ensure consistency. Also, consider expanding the definition in the Act or requirement for compliance and what it means; consider a legislated Code of Conduct that is applicable to all municipalities that clearly delineates between governance versus operations and roles of staff versus roles of elected or appointed members.

Another statement noted that currently, if a Council member violates the Code of Conduct, Council may reprimand the member or suspend the member's rate of pay for up to 90 days. The Association of Municipalities of Ontario (AMO), has made recommendations to improve accountability for members of council, including suggestions for increased penalties for code of conduct violations. Respondents were

asked which of AMO's recommendations they thought would help improve accountability for Council members and to select all that applied from the following list:

- Increased financial penalties to encourage compliance
- Suspension for certain violations
- Removal from office in certain circumstances
- Better training and standards for Integrity Commissioners

The Integrity Commissioner responded by selecting all stated above.

Another question asked was under what circumstances did you believe that additional or stronger penalties for violating a code of conduct would be appropriate. The Integrity Commissioner responded by stating that it should be defined in legislation what constitutes minor or major violations and increase penalties and sanctions for major breaches. Also, it was noted that there should be a course developed for Integrity Commissioners, that they should be required to take in order to become certified. In addition, practice guidelines should be developed to increase competency and standard application of actions of Integrity Commissioners. The Integrity Commissioner also recommended the development of a template for investigations. Also, for individuals being considered for positions of Integrity Commissioners, a recommendation for education and experience requirements. There should be training courses for Integrity Commissioners and another for Councillors and members appointed to Boards, that can be taken virtually.

The Integrity Commissioner also responded by stating that standards and practice guidelines will ensure a best practice approach to investigations done by Integrity Commissioners and creating a legislated Code of Conduct for all municipalities will support consistency and fairness. Developing training courses for Integrity Commissioners and certification requirements and training course for Councillors and members appointed to Boards, ensures a consistent and a fair approach. All of these measures are proactive and will minimize the need for an enforcement approach.

Expenditures During Period and Total Since Appointment

The cost for services rendered for the period from from February 1, 2020 until June 17, 2021. was $2,432.33. This included the expenses related to the October 8, 2020 preliminary review of allegations regarding Mayor Provenzano and the development of the 2020 Annual for Council and the preparation and presentation to City Council on the role of the Integrity Commissioner.

The total cost for services rendered since date of initial appointment is $5,531.36.

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Jacob Bruzas, Manager of Finance**
DEPARTMENT:	**Corporate Services**
RE:	**Second Quarter Financial Report – June 30, 2021**

PURPOSE

The purpose of this report is to provide a Six Month Financial Report to June 30, 2021.

BACKGROUND

The Finance Committee reviewed the 2021 Second Quarter Financial Report on August 4, 2021. Unaudited Financial Reports are provided to Council quarterly for information.

ANALYSIS

During 2021 Council deliberations, Council approved the utilization of the Tax Stabilization Reserve up to $1,914,310 to address financial pressures of COVID-19 and reduce the 2021 levy. For 2021, a total of $4.1M has been allocated from the Province for COVID-19 Recovery Funding; the Operating stream being $1.4M, and the Transit stream $2.7M. As of January 1, 2021, a combined total of $3.75M remains available for use in 2021. This is in addition to the approximately $0.48M carried over from 2020. See the following chart for breakdown:

	2021 Funding	Funding Carried Forward from / Utilized in 2020	Total Funding Available for 2021
Operating			
Safe Restart Agreement - Covers impact from Oct. 1, 2020 to Mar. 31, 2021	$ 351,000	$ 367,406	$ 718,406
2021 COVID-19 Recovery Funding for Muncipalities - Covers impact from April 1 to December 31, 2021	$ 1,050,639	$ -	$ 1,050,639
Total Operating	**$ 1,401,639**	**$ 367,406**	**$ 1,769,045**
Transit			
Safe Restart Agreement - Phase 1 - Covers impact from April 1 to September 30, 2020	$ -	$ 113,883	$ 113,883
Safe Restart Agreement - Phase 2 - Covers impact from Oct. 1, 2020 to Mar. 31, 2021	$ 1,530,408	$ (359,065)	$ 1,171,343
Safe Restart Agreement - Phase 3 - Covers impact from April 1 to December 31, 2021	$ 1,176,131		$ 1,176,131
Total Transit	**$ 2,706,539**	**$ (245,182)**	**$ 2,461,357**
TOTAL 2021	**$ 4,108,178**	**$ 122,224**	**$ 4,230,402**

With the changing Stages of the COVID-19 pandemic, it is very difficult to predict at this time what financial position the City will be in at year end 2021.

However trends are continuously developing and notable financial implications of COVID-19, actual or best estimate, to year end December 31, 2021, are provided to update Council on the current situation. See Appendix A for details.

Net assessment growth to June 30, 2021 was +0.07% compared to -0.17% to Q2 2020. The total number of permits to date has increased from 629 in 2020 to 685, an approximate 8.89% increase in number of permits issued. There is an anticipation that there will be a further increase in permits compared to prior year during the remainder of the year (see Appendix B).

Appendix C provides an update on the status of the capital projects approved in the 2021 Budget.

The second quarter financial report details are provided in Appendix D. Of note, the Legal Department's financials show that only approximately 9% of their 2021 budget remains. However, the City's yearly insurance premium is paid in full in the first half of the year. Removing this variance, the Legal Department is trending on budget to year end 2021.

FINANCIAL IMPLICATIONS

As of June 30, 2021, it is anticipated that the COVID-19 Recovery Funding received combined with the approved use of the Tax Stabilization Reserve (up to $1.9M) will be sufficient to cover the financial pressures of COVID-19 on the City's 2021 operating budget.

At the end of the first half of the 2021 fiscal year, no significant surplus/deficit is predicted to the end of the year.

Tracking and reporting will continue throughout the year to update Council on the financial pressures of COVID-19 and the implications on the commitment from the Tax Stabilization Reserve.

Staff will present to Council at a later meeting another quarterly report to the end of September 2021.

STRATEGIC PLAN / POLICY IMPACT

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Finance dated August 9, 2021 concerning the Second Quarter Financial Report to June 30, 2021 be received as information.

Respectfully submitted,

Jacob Bruzas, CPA, CA
Manager of Finance
705.759.5356
j.bruzas@cityssm.on.ca

	as at June 30, 2021 (Projected to Dec 31, 2021)
Operating Budget	
Property Tax interest and penalties	(1,250,000)
CD&ES net impact	(1,016,449)
Casino revenue	(791,389)
POA net impact	(155,243)
Travel and training expense savings	276,603
Summer student salary savings	155,535
Miscellaneous expense savings	107,162
Fire expenses	(29,761)
Additional security expenses	(47,890)
Change in budget	(2,751,431)
Police Services incremental expenses	(105,824)
Total COVID Impact - Operating	**(2,857,256)**
Transit revenue	(1,883,582)
Transit expenses	(546,300)
Total COVID Impact - Transit	**(2,429,882)**

Appendix B

Net Assessment Growth to June 30, 2021

	2021 Total Assessment Based on Returned Roll	2021 Total Assessment to June 30, 2021	Difference Between Returned Roll and Year End	
Class	CVA	CVA	$	%
Taxable				
Residential	5,555,131,374	5,560,148,274	5,016,900	0.09%
New Multi-residential	6,625,000	6,625,000	-	0.00%
Multi-residential	429,881,538	431,721,538	1,840,000	0.43%
Com. Occupied	701,873,146	702,317,646	444,500	0.06%
Com. Exc. Land	5,225,260	5,225,260	-	0.00%
Com. On-Farm Bus.	3,800	3,800	-	0.00%
Shopping Occ.	140,121,900	140,121,900	-	0.00%
Office Occupied	16,802,400	16,802,400	-	0.00%
Parking/Vac. Land	28,134,600	26,952,100	(1,182,500)	-4.20%
Ind. Occupied	44,821,672	43,299,972	(1,521,700)	-3.40%
Ind. Exc. Land	811,800	861,000	49,200	6.06%
Ind. Vac. Land	5,869,500	6,087,600	218,100	3.72%
Ind.On-Farm Bus.	37,800	37,800	-	0.00%
Large Ind. Occ.	58,851,900	58,851,900	-	0.00%
Large Ind. Exc.	1,437,200	1,437,200	-	0.00%
Pipelines	26,281,000	26,281,000	-	0.00%
Farm	2,195,900	2,195,900	-	0.00%
Managed Forests	2,631,700	2,631,700	-	0.00%
Commercial Total Taxable	**892,161,106**	**891,423,106**	**(738,000)**	**-0.08%**
Industrial Total Taxable	**111,829,872**	**110,575,472**	**(1,254,400)**	**-1.12%**
Total Taxable	**7,026,737,490**	**7,031,601,990**	**4,864,500**	**0.07%**

Appendix C

THE CORPORATION OF THE CITY OF SAULT STE MARIE
2021 CAPITAL BUDGET
SUMMARY OF PROJECTS
As at June 30, 2021

	2021 Approved Capital Budget	% of Total	Council Approved/ Costs Incurred to Date	Remaining
Roads/Bridges/Storm Sewers	$ 16,862,736	43.8%	$ 10,617,004	$ 6,245,732
Sanitary Sewer	$ 8,605,000	22.3%	$ 881,677	$ 7,723,323
Transit Fleet & Equipment	$ 4,880,000	12.7%	$ 662,083	$ 4,217,917
Building Capital Maintenance	$ 3,286,786	8.5%	$ 536,595	$ 2,750,191
Boardwalk Repairs	$ 1,000,000	2.6%	$ 778,072	$ 221,928
Corporate Equipment	$ 90,000	0.2%	$ -	$ 90,000
Fire Fleet & Equipment	$ 549,995	1.4%	$ 20,347	$ 529,648
Public Works Fleet & Equipment	$ 1,528,000	4.0%	$ 631,244	$ 896,756
Community Development and Enterprise Services Fleet & Equipment	$ 235,000	0.6%	$ 43,246	$ 191,754
Growth Projects	$ 500,000	1.3%	$ 500,000	$ -
Landfill Upgrades	$ 1,000,000	2.6%	$ -	$ 1,000,000
TOTAL	$ 38,537,517	100%	$ 14,670,268	$ 23,867,249

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Taxation	($123,832,736.39)	($125,248,213.00)	($1,415,476.61)	1.13%	($119,806,925.58)	($121,262,102.13)	($120,985,175.00)	0.97%
Payment in Lieu of taxes	($2,159,582.75)	($4,480,756.00)	($2,321,173.25)	51.80%	($2,772,979.23)	($4,480,450.89)	($4,347,584.00)	36.22%
Fees and user charges	($12,443,216.98)	($27,034,116.00)	($14,590,899.02)	53.97%	($9,926,478.89)	($22,518,440.64)	($29,521,441.00)	66.38%
Government grants	($12,692,288.57)	($19,331,719.00)	($6,639,430.43)	34.34%	($8,965,944.51)	($23,964,203.79)	($18,911,847.00)	52.59%
Interest and Investment income	($1,294,830.85)	($4,320,000.00)	($3,025,169.15)	70.03%	($1,439,752.96)	($3,385,320.41)	($4,320,000.00)	66.67%
Contribution from own funds	(173,025.86)	($2,198,023.00)	($2,024,997.14)	92.13%	(14,712.30)	($1,853,543.93)	($195,000.00)	92.46%
Other income	($463,921.06)	($1,848,455.00)	($1,384,533.94)	74.90%	($724,221.82)	($1,617,459.19)	($2,970,093.00)	75.62%
Change in future employee benefits			$0.00	0.00%		($1,067,679.86)		0.00%
	($153,059,602.46)	($184,461,282.00)	($31,401,679.54)	17.02%	($143,651,015.29)	($180,149,200.84)	($181,251,140.00)	20.74%
EXPENDITURES								
Salaries	$23,131,707.14	$49,736,099.00	$26,604,391.86	53.49%	$23,013,169.10	$48,103,533.99	$49,083,838.00	53.11%
Benefits	$6,994,334.65	$14,367,459.00	$7,373,124.35	51.32%	$7,256,374.59	$12,879,656.70	$13,924,105.00	47.89%
TOTAL SALARIES/BENEFITS	**$30,126,041.79**	**$64,103,558.00**	**$33,977,516.21**	**53.00%**	$30,269,543.69	$60,983,190.69	**$63,007,943.00**	**51.96%**
Travel and training	$88,407.47	$589,683.00	$501,275.53	85.01%	$97,343.51	$246,226.53	$592,198.00	83.56%
Vehicle allowance, maintenance and repairs	$2,445,970.86	$3,158,485.00	$712,514.14	22.56%	$2,398,777.46	$4,878,669.55	$3,782,681.00	36.59%
Utilities and Fuel	$4,144,814.97	$10,431,938.00	$6,287,123.03	60.27%	$4,248,667.12	$8,700,941.60	$10,357,453.00	58.98%
Materials and supplies	$2,162,268.71	$5,442,758.00	$3,280,489.29	60.27%	$2,741,253.08	$5,735,409.93	$5,438,115.00	49.59%
Maintenance and repairs	$1,356,670.86	$2,429,143.00	$1,072,472.14	44.15%	$1,130,436.22	$1,913,044.27	$2,203,724.00	48.70%
Program expenses	$198,131.49	$575,458.00	$377,326.51	65.57%	$419,522.13	$875,992.50	$930,720.00	54.92%
Goods for resale	$23,318.96	$489,160.00	$465,841.04	95.23%	$169,686.30	$251,782.60	$576,422.00	70.56%
Rents and leases	$40,370.91	$164,557.00	$124,186.09	75.47%	$44,048.34	$77,190.88	$163,152.00	73.00%
Taxes and licenses	$1,959,619.49	$2,023,010.00	$63,390.51	3.13%	$1,528,265.20	$1,555,920.93	$1,735,579.00	11.94%
Financial expenses	$2,010,011.97	$2,710,039.00	$700,027.03	25.83%	$2,206,101.86	$3,365,145.05	$2,640,058.00	16.44%
Purchased and contracted services	$3,735,466.32	$10,408,958.00	$6,673,491.68	64.11%	$4,216,095.62	$9,262,495.71	$10,030,197.00	57.97%
Grants to others	$27,868,847.71	$55,613,863.00	$27,745,015.29	49.89%	$28,915,579.03	$54,401,037.81	$53,128,569.00	45.57%
Long term debt	$617,411.26	$1,795,301.00	$1,177,889.74	65.61%	$1,089,530.07	$2,831,536.14	$2,875,685.00	62.11%
Transfer to own funds	$728,416.94	$24,395,400.00	$23,666,983.06	97.01%	$896,191.90	$26,207,235.43	$23,667,785.00	96.21%
Capital expense	$217,033.47	$350,101.00	$133,067.53	38.01%	$88,187.57	$254,587.81	$340,989.00	74.14%
Depreciation			$0.00	0.00%		$16,360,814.58		0.00%
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		$376,218.54		0.00%
Less: recoverable costs	($166,293.90)	($220,130.00)	($53,836.10)	24.46%	($196,439.63)	($467,120.24)	($220,130.00)	10.76%
TOTAL OTHER EXPENSES	**$47,430,467.49**	**$120,357,724.00**	**$72,927,256.51**	**60.59%**	$49,993,245.78	$136,827,129.62	**$118,243,197.00**	**62.30%**
	$77,556,509.28	$184,461,282.00	$106,904,772.72	**57.96%**	$80,262,789.47	$197,810,320.31	$181,251,140.00	55.72%
NET (REVENUE)/EXPENDITURE	**($75,503,093.18)**	**$0.00**	**$75,503,093.18**		($63,388,225.82)	$17,661,119.47	**$0.00**	

Mayor and Council	$337,234.95	$749,356.00	$412,121.05
Chief Administrative Officer	$194,654.66	$408,063.00	$213,408.34
Corporate Services	$4,154,652.19	$8,634,060.00	$4,479,407.81
Legal	$1,752,486.26	$1,921,446.00	$168,959.74
Fire Services	$7,512,360.87	$14,985,114.00	$7,472,753.13
Public Works and Engineering	$18,406,388.83	$43,955,275.00	$25,548,886.17
Community Development and Enterprise Se	$6,274,881.30	$17,447,283.00	$11,172,401.70
Levy Board	$10,820,322.00	$21,653,329.00	$10,833,007.00
Outside Agencies	$16,589,357.60	$33,458,279.00	$16,868,921.40
Outside Agencies - Other	$178,738.97	$367,890.00	$189,151.03
Economic Diversification Fund	$30,493.96	$500,000.00	$469,506.04
Corporate	($142,321,560.82)	($151,768,910.00)	($9,447,349.18)
Capital and Debt	$566,896.05	$7,688,815.00	$7,121,918.95
	($75,503,093.18)	$0.00	$75,503,093.18

Mayor & Council - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
EXPENDITURES								
Salaries	$233,689.18	$487,354.00	$253,664.82	52.05%	$222,928.21	$444,380.54	$467,925.00	52.36%
Benefits	$39,160.23	$72,817.00	$33,656.77	46.22%	$37,770.76	$69,392.04	$64,726.00	41.65%
TOTAL SALARIES/BENEFITS	**$272,849.41**	**$560,171.00**	**$287,321.59**	**51.29%**	$260,698.97	$513,772.58	**$532,651.00**	**51.06%**
Travel and training	$2,625.41	$53,500.00	$50,874.59	95.09%	$7,164.79	$6,152.28	$53,500.00	86.61%
Vehicle allowance, maintenance and repairs	$15,230.51	$35,675.00	$20,444.49	57.31%	$15,526.95	$29,364.44	$35,675.00	56.48%
Materials and supplies	$46,490.04	$62,910.00	$16,419.96	26.10%	$46,141.24	$55,320.45	$61,910.00	25.47%
Purchased and contracted services	$39.58	$2,100.00	$2,060.42	98.12%	$306.17	$1,619.95	$3,100.00	90.12%
Grants to others		$35,000.00	$35,000.00	100.00%	$1,425.00	$5,159.52	$35,000.00	95.93%
Depreciation			$0.00	0.00%		$343.53		0.00%
TOTAL OTHER EXPENSES	**$64,385.54**	**$189,185.00**	**$124,799.46**	**65.97%**	$70,564.15	$97,960.17	**$189,185.00**	**62.70%**
	$337,234.95	$749,356.00	$412,121.05	55.00%	$331,263.12	$611,732.75	$721,836.00	54.11%
NET (REVENUE)/EXPENDITURE	**$337,234.95**	**$749,356.00**	**$412,121.05**	**55.00%**	$331,263.12	$611,732.75	**$721,836.00**	**54.11%**

CAO's Office - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
EXPENDITURES								
Salaries	$149,458.53	$312,248.00	$162,789.47	52.13%	**$147,166.25**	**$321,231.22**	$296,395.00	50.35%
Benefits	$38,747.84	$72,755.00	$34,007.16	46.74%	**$38,654.03**	**$70,481.43**	$69,220.00	44.16%
TOTAL SALARIES/BENEFITS	**$188,206.37**	**$385,003.00**	**$196,796.63**	**51.12%**	**$185,820.28**	**$391,712.65**	**$365,615.00**	**49.18%**
Travel and training	$1,300.96	$4,260.00	$2,959.04	69.46%	**$1,032.92**	**$998.98**	$5,050.00	79.55%
Vehicle allowance, maintenance and repairs	$2,472.24	$4,500.00	$2,027.76	45.06%	**$2,455.08**	**$4,424.33**	$4,480.00	45.20%
Materials and supplies	$2,675.09	$14,120.00	$11,444.91	81.05%	**$3,984.66**	**$8,439.54**	$13,290.00	70.02%
Purchased and contracted services		$30.00	$30.00	100.00%			$90.00	100.00%
Capital expense		$150.00	$150.00	100.00%			$150.00	100.00%
TOTAL OTHER EXPENSES	**$6,448.29**	**$23,060.00**	**$16,611.71**	**72.04%**	**$7,472.66**	**$13,862.85**	**$23,060.00**	**67.59%**
	$194,654.66	$408,063.00	$213,408.34	52.30%	**$193,292.94**	**$405,575.50**	$388,675.00	50.27%
NET (REVENUE)/EXPENDITURE	**$194,654.66**	**$408,063.00**	**$213,408.34**	**52.30%**	**$193,292.94**	**$405,575.50**	**$388,675.00**	**50.27%**

Corporate Services - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage	2020	2020		Percentage
				Budget-Rem	Actual To:	Actual	Budget	Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Fees and user charges	($36,845.83)	($131,891.00)	($95,045.17)	72.06%	**($48,161.19)**	**($103,378.25)**	($152,270.00)	68.37%
Government grants		($1,540.00)	($1,540.00)	100.00%	**$50.88**	**($11,139.32)**	($1,540.00)	103.30%
Contribution from own funds			$0.00	0.00%		**($8,158.72)**		0.00%
Other income	($66,913.73)	($118,535.00)	($51,621.27)	43.55%	**($60,721.80)**	**($118,643.09)**	($120,293.00)	49.52%
	($103,759.56)	($251,966.00)	($148,206.44)	58.82%	**($108,832.11)**	**($241,319.38)**	($274,103.00)	60.30%
EXPENDITURES								
Salaries	$2,084,948.36	$4,555,085.00	$2,470,136.64	54.23%	**$2,075,609.07**	**$4,255,524.57**	$4,476,419.00	53.63%
Benefits	$1,036,314.73	$1,918,204.00	$881,889.27	45.97%	**$1,059,985.23**	**$1,756,602.95**	$1,905,077.00	44.36%
TOTAL SALARIES/BENEFITS	**$3,121,263.09**	**$6,473,289.00**	**$3,352,025.91**	**51.78%**	**$3,135,594.30**	**$6,012,127.52**	**$6,381,496.00**	**50.86%**
Travel and training	$21,744.30	$135,195.00	$113,450.70	83.92%	**$14,178.20**	**$68,933.29**	$139,445.00	89.83%
Vehicle allowance, maintenance and repairs	$54.27	$1,190.00	$1,135.73	95.44%	**$324.52**	**$643.85**	$1,340.00	75.78%
Materials and supplies	$119,218.49	$79,607.00	($39,611.49)	(49.76%)	**$170,104.32**	**$80,874.51**	$80,496.00	(111.32%)
Maintenance and repairs	$648,996.09	$859,537.00	$210,540.91	24.49%	**$459,742.97**	**$583,259.08**	$670,037.00	31.39%
Goods for resale		$19,200.00	$19,200.00	100.00%	**$9,600.00**	**$9,600.00**	$19,200.00	50.00%
Rents and leases	$5,419.43	$3,000.00	($2,419.43)	(80.65%)	**$4,745.54**	**$1,821.16**	$3,000.00	(58.18%)
Financial expenses	$12,429.58	$60,750.00	$48,320.42	79.54%	**$14,476.53**	**$12,770.68**	$60,750.00	76.17%
Purchased and contracted services	$261,406.06	$1,051,508.00	$790,101.94	75.14%	**$510,336.99**	**$932,141.37**	$1,040,620.00	50.96%
Grants to others		$2,000.00	$2,000.00	100.00%			$2,000.00	100.00%
Transfer to own funds		$75,000.00	$75,000.00	100.00%		**$343,150.15**	$75,000.00	100.00%
Capital expense	$67,880.44	$125,750.00	$57,869.56	46.02%	**$16,275.62**	**$97,339.18**	$118,550.00	86.27%
Depreciation			$0.00	0.00%		**$292,972.99**		0.00%
TOTAL OTHER EXPENSES	**$1,137,148.66**	**$2,412,737.00**	**$1,275,588.34**	**52.87%**	**$1,199,784.69**	**$2,423,506.26**	**$2,210,438.00**	**45.72%**
	$4,258,411.75	$8,886,026.00	$4,627,614.25	52.08%	**$4,335,378.99**	**$8,435,633.78**	$8,591,934.00	49.54%
NET (REVENUE)/EXPENDITURE	**$4,154,652.19**	**$8,634,060.00**	**$4,479,407.81**	**51.88%**	**$4,226,546.88**	**$8,194,314.40**	**$8,317,831.00**	**49.19%**
HR	1,092,763.31	2,137,568.00	1,044,804.69	48.88%				
IT	1,445,169.97	2,679,066.00	1,233,896.03	46.06%				
Clerks	484,412.52	1,135,369.00	650,956.48	57.33%				
Finance	1,132,306.39	2,682,057.00	1,549,750.61	57.78%				
	4,154,652.19	8,634,060.00	4,479,407.81					

Legal Department - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Fees and user charges	($804,802.65)	($1,770,434.00)	($965,631.35)	54.54%	**($700,569.27)**	**($1,150,613.37)**	($1,767,019.00)	60.35%
Government grants			$0.00	0.00%		**($296,547.11)**	($27,518.00)	100.00%
Interest and Investment income	($308.13)		$308.13	0.00%	**($3,400.19)**	**($4,480.61)**		0.00%
	($805,110.78)	($1,770,434.00)	($965,323.22)	54.52%	**($703,969.46)**	**($1,451,641.09)**	($1,794,537.00)	60.77%
EXPENDITURES								
Salaries	$525,663.62	$1,112,443.00	$586,779.38	52.75%	**$536,382.35**	**$1,068,820.19**	$1,135,535.00	52.76%
Benefits	$143,748.26	$284,197.00	$140,448.74	49.42%	**$152,001.64**	**$259,918.22**	$292,617.00	48.05%
TOTAL SALARIES/BENEFITS	**$669,411.88**	**$1,396,640.00**	**$727,228.12**	**52.07%**	**$688,383.99**	**$1,328,738.41**	**$1,428,152.00**	**51.80%**
Travel and training	$213.70	$25,335.00	$25,121.30	99.16%	**$6,557.74**	**$8,716.09**	$25,335.00	74.12%
Materials and supplies	$33,352.94	$79,730.00	$46,377.06	58.17%	**$26,188.63**	**$53,704.95**	$79,730.00	67.15%
Maintenance and repairs		$2,170.00	$2,170.00	100.00%			$2,146.00	100.00%
Rents and leases	$34,316.50	$79,302.00	$44,985.50	56.73%	**$37,461.16**	**$73,528.08**	$78,802.00	52.46%
Taxes and licenses	$1,700,132.90	$1,753,305.00	$53,172.10	3.03%	**$1,297,491.59**	**$1,308,043.21**	$1,438,464.00	9.80%
Purchased and contracted services	$115,122.76	$347,398.00	$232,275.24	66.86%	**$85,582.00**	**$145,300.06**	$322,370.00	73.45%
Capital expense	$5,046.36	$8,000.00	$2,953.64	36.92%	**$2,598.69**	**$5,634.19**	$8,000.00	67.52%
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$91,416.36**		0.00%
TOTAL OTHER EXPENSES	**$1,888,185.16**	**$2,295,240.00**	**$407,054.84**	**17.73%**	**$1,455,879.81**	**$1,686,342.94**	**$1,954,847.00**	**25.52%**
	$2,557,597.04	$3,691,880.00	$1,134,282.96	30.72%	**$2,144,263.80**	**$3,015,081.35**	$3,382,999.00	36.62%
NET (REVENUE)/EXPENDITURE	**$1,752,486.26**	**$1,921,446.00**	**$168,959.74**	**8.79%**	**$1,440,294.34**	**$1,563,440.26**	**$1,588,462.00**	**9.33%**

Fire Services - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
Fees and user charges	($178,134.87)	($250,438.00)	($72,303.13)	28.87%	**($176,553.08)**	**($298,287.28)**	($252,142.00)	29.98%
Government grants	($22,600.00)		$22,600.00	0.00%				0.00%
Other income	($326.29)	($3,000.00)	($2,673.71)	89.12%		**($381.81)**	($2,700.00)	100.00%
	($201,061.16)	($253,438.00)	($52,376.84)	20.67%	**($176,553.08)**	**($298,669.09)**	($254,842.00)	30.72%
EXPENDITURES								
Salaries	$5,665,633.23	$10,745,671.00	$5,080,037.77	47.28%	**$5,140,537.20**	**$10,675,777.25**	$10,298,901.00	50.09%
Benefits	$1,705,453.80	$3,322,916.00	$1,617,462.20	48.68%	**$1,729,570.48**	**$3,051,576.21**	$3,061,275.00	43.50%
TOTAL SALARIES/BENEFITS	**$7,371,087.03**	**$14,068,587.00**	**$6,697,499.97**	**47.61%**	**$6,870,107.68**	**$13,727,353.46**	**$13,360,176.00**	**48.58%**
Travel and training	$28,832.21	$116,220.00	$87,387.79	75.19%	**$31,890.23**	**$53,031.99**	$116,220.00	72.56%
Vehicle allowance, maintenance and repairs	$81,746.13	$162,440.00	$80,693.87	49.68%	**$67,246.92**	**$217,091.27**	$145,929.00	53.92%
Utilities and Fuel	$88,864.04	$249,100.00	$160,235.96	64.33%	**$86,917.41**	**$185,037.43**	$264,989.00	67.20%
Materials and supplies	$24,346.40	$119,200.00	$94,853.60	79.58%	**$29,023.10**	**$67,125.38**	$80,600.00	63.99%
Maintenance and repairs	$80,144.47	$135,709.00	$55,564.53	40.94%	**$75,023.10**	**$154,733.90**	$110,771.00	32.27%
Financial expenses	$3,380.15	$2,500.00	($880.15)	(35.21%)	**$1,745.28**	**$4,922.79**	$2,500.00	30.19%
Purchased and contracted services	$3,641.94	$18,200.00	$14,558.06	79.99%	**$311.70**	**$18,381.17**	$18,400.00	98.31%
Transfer to own funds		$306,030.00	$306,030.00	100.00%		**$345,327.19**	$303,000.00	100.00%
Capital expense	$31,379.66	$60,566.00	$29,186.34	48.19%	**$9,525.01**	**$38,728.60**	$60,566.00	84.27%
Depreciation			$0.00	0.00%		**$430,737.19**		0.00%
TOTAL OTHER EXPENSES	**$342,335.00**	**$1,169,965.00**	**$827,630.00**	**70.74%**	**$301,682.75**	**$1,515,116.91**	**$1,102,975.00**	**72.65%**
	$7,713,422.03	$15,238,552.00	$7,525,129.97	49.38%	**$7,171,790.43**	**$15,242,470.37**	$14,463,151.00	50.41%
NET (REVENUE)/EXPENDITURE	**$7,512,360.87**	**$14,985,114.00**	**$7,472,753.13**	**49.87%**	**$6,995,237.35**	**$14,943,801.28**	**$14,208,309.00**	**50.77%**

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
Fees and user charges	($2,346,257.10)	($3,443,387.00)	($1,097,129.90)	31.86%	**($1,566,540.64)**	**($3,689,182.35)**	($3,455,659.00)	54.67%
Government grants	($7,101.76)	($698,769.00)	($691,667.24)	98.98%	**($166,705.09)**	**($736,743.26)**	($664,013.00)	74.89%
Contribution from own funds		($5,000.00)	($5,000.00)	100.00%		**($4,222.71)**	($5,000.00)	100.00%
Other income	($83,626.08)	($75,000.00)	$8,626.08	(11.50%)	**($25,312.93)**	**($104,481.45)**	($75,000.00)	66.25%
	($2,436,984.94)	($4,222,156.00)	($1,785,171.06)	42.28%	**($1,758,558.66)**	**($4,534,629.77)**	($4,199,672.00)	58.13%
EXPENDITURES								
Salaries	$8,742,083.02	$18,655,428.00	$9,913,344.98	53.14%	**$8,744,993.72**	**$17,759,667.66**	$18,508,964.00	52.75%
Benefits	$2,438,583.70	$5,200,177.00	$2,761,593.30	53.11%	**$2,415,522.92**	**$4,540,143.92**	$5,116,965.00	52.79%
TOTAL SALARIES/BENEFITS	**$11,180,666.72**	**$23,855,605.00**	**$12,674,938.28**	**53.13%**	**$11,160,516.64**	**$22,299,811.58**	**$23,625,929.00**	**52.76%**
Travel and training	$22,729.80	$117,846.00	$95,116.20	80.71%	**$18,957.77**	**$64,294.08**	$85,926.00	77.94%
Vehicle allowance, maintenance and repairs	$1,699,060.27	$1,967,120.00	$268,059.73	13.63%	**$1,832,163.57**	**$3,633,375.20**	$2,632,188.00	30.39%
Utilities and Fuel	$2,874,603.23	$7,089,400.00	$4,214,796.77	59.45%	**$2,938,467.35**	**$5,990,215.50**	$6,987,530.00	57.95%
Materials and supplies	$1,529,589.48	$3,663,105.00	$2,133,515.52	58.24%	**$1,920,893.49**	**$4,227,547.86**	$3,658,299.00	47.49%
Maintenance and repairs	$122,425.06	$201,940.00	$79,514.94	39.38%	**$135,703.96**	**$209,784.66**	$199,140.00	31.85%
Taxes and licenses	$69,298.01	$97,455.00	$28,156.99	28.89%	**$68,343.63**	**$84,189.74**	$124,715.00	45.20%
Financial expenses	$5,964.29	$5,518.00	($446.29)	(8.09%)	**$3,686.28**	**$14,436.75**	$5,518.00	33.20%
Purchased and contracted services	$2,788,464.11	$7,247,102.00	$4,458,637.89	61.52%	**$3,210,843.82**	**$7,024,035.09**	$7,050,675.00	54.46%
Transfer to own funds	692416	$4,055,452.00	$3,363,036.00	82.93%	**$692,415.00**	**$4,924,636.93**	$3,732,846.00	81.45%
Capital expense	$24,450.70	$97,018.00	$72,567.30	74.80%	**$27,424.90**	**$47,043.06**	$94,618.00	71.02%
Depreciation			$0.00	0.00%		**$13,813,991.56**		0.00%
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$35,029.08**		0.00%
Less: recoverable costs	($166,293.90)	($220,130.00)	($53,836.10)	24.46%	**($196,439.63)**	**($467,120.24)**	($220,130.00)	10.76%
TOTAL OTHER EXPENSES	**$9,662,707.05**	**$24,321,826.00**	**$14,659,118.95**	**60.27%**	**$10,652,460.14**	**$39,601,459.27**	**$24,351,325.00**	**56.26%**
	$20,843,373.77	$48,177,431.00	$27,334,057.23	56.74%	**$21,812,976.78**	**$61,901,270.85**	$47,977,254.00	54.53%
NET (REVENUE)/EXPENDITURE	**$18,406,388.83**	**$43,955,275.00**	**$25,548,886.17**	**58.12%**	**$20,054,418.12**	**$57,366,641.08**	**$43,777,582.00**	**54.19%**
Public Works	13,790,334.99	30,098,862.00	16,308,527.01	54.18%				
Engineering	4,616,053.84	13,856,413.00	9,240,359.16	66.69%				
	18,406,388.83	43,955,275.00	25,548,886.17					

Public Works - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
Fees and user charges	($1,231,814.91)	($2,226,181.00)	($994,366.09)	44.67%	**($1,190,308.75)**	**($2,547,800.56)**	($2,249,886.00)	47.09%
Government grants	($7,101.76)	($668,769.00)	($661,667.24)	98.94%	**($166,705.09)**	**($659,906.26)**	($634,013.00)	73.71%
Contribution from own funds		($5,000.00)	($5,000.00)	100.00%		**($4,222.71)**	($5,000.00)	100.00%
Other income	($83,626.08)	($75,000.00)	$8,626.08	(11.50%)	**($25,251.70)**	**($104,420.22)**	($75,000.00)	66.33%
	($1,322,542.75)	($2,974,950.00)	($1,652,407.25)	55.54%	**($1,382,265.54)**	**($3,316,349.75)**	($2,963,899.00)	53.36%
EXPENDITURES								
Salaries	$7,357,456.26	$15,555,454.00	$8,197,997.74	52.70%	**$7,311,578.34**	**$14,815,293.73**	$15,437,391.00	52.64%
Benefits	$2,063,005.53	$4,430,910.00	$2,367,904.47	53.44%	**$2,033,508.28**	**$3,863,082.39**	$4,374,324.00	53.51%
TOTAL SALARIES/BENEFITS	**$9,420,461.79**	**$19,986,364.00**	**$10,565,902.21**	**52.87%**	**$9,345,086.62**	**$18,678,376.12**	**$19,811,715.00**	**52.83%**
Travel and training	$22,073.64	$88,990.00	$66,916.36	75.20%	**$13,462.11**	**$57,334.59**	$58,070.00	76.82%
Vehicle allowance, maintenance and repairs	$1,690,144.79	$1,937,520.00	$247,375.21	12.77%	**$1,819,803.10**	**$3,610,354.54**	$2,605,677.00	30.16%
Utilities and Fuel	$750,576.01	$1,626,188.00	$875,611.99	53.84%	**$770,856.66**	**$1,466,581.32**	$1,626,188.00	52.60%
Materials and supplies	$1,452,988.80	$3,437,858.00	$1,984,869.20	57.74%	**$1,843,390.66**	**$4,069,945.34**	$3,428,283.00	46.23%
Taxes and licenses	$69,298.01	$97,455.00	$28,156.99	28.89%	**$68,343.63**	**$84,189.74**	$124,715.00	45.20%
Financial expenses	$5,902.53	$5,000.00	($902.53)	(18.05%)	**$3,383.42**	**$13,958.83**	$5,000.00	32.33%
Purchased and contracted services	$1,155,254.38	$3,422,794.00	$2,267,539.62	66.25%	**$1,410,503.63**	**$3,324,693.90**	$3,348,217.00	57.87%
Transfer to own funds	692416	$2,645,173.00	$1,952,757.00	73.82%	**$692,415.00**	**$2,842,017.99**	$2,307,149.00	69.99%
Capital expense	$20,055.69	$46,600.00	$26,544.31	56.96%	**$24,356.27**	**35,800.71**	$46,600.00	47.73%
Depreciation			$0.00	0.00%		**2,955,002.90**		0.00%
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**35,042.20**		0.00%
Less: recoverable costs	($166,293.90)	($220,130.00)	($53,836.10)	24.46%	**($196,439.63)**	**($467,120.24)**	($220,130.00)	10.76%
TOTAL OTHER EXPENSES	**$5,692,415.95**	**$13,087,448.00**	**$7,395,032.05**	**56.50%**	**$6,450,074.85**	**$18,027,801.82**	**$13,329,769.00**	**51.61%**
	$15,112,877.74	$33,073,812.00	$17,960,934.26	54.31%	**$15,795,161.47**	**$36,706,177.94**	$33,141,484.00	52.34%
NET (REVENUE)/EXPENDITURE	**$13,790,334.99**	**$30,098,862.00**	**$16,308,527.01**	**54.18%**	**$14,412,895.93**	**$33,389,828.19**	**$30,177,585.00**	**52.24%**

Operations

Winter Control: Roadways and Sidewalks	4,323,498.40	7,207,612.00	2,884,113.60	40.01%
Sanitary Sewers	702,870.85	2,007,040.00	1,304,169.15	64.98%
Storm Sewers	167,902.78	618,984.00	451,081.22	72.87%
Roadways and Sidewalks	954,603.04	3,642,993.00	2,688,389.96	73.80%
Supervision and Overhead	1,581,233.66	3,166,933.00	1,585,699.34	50.07%
Traffic & Communications	733,163.06	1,693,599.00	960,435.94	56.71%
Carpentry	338,841.14	747,403.00	408,561.86	54.66%
Administration	832,693.04	1,672,085.00	839,391.96	50.20%
Buildings & Equipment	1,384,088.17	2,210,177.00	826,088.83	37.38%
Waste Management	1,037,842.24	3,697,513.00	2,659,670.76	71.93%
Parks	1,733,598.61	3,434,523.00	1,700,924.39	49.52%
	13,790,334.99	30,098,862.00	16,308,527.01	

Engineering - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
Fees and user charges	($1,114,442.19)	($1,217,206.00)	($102,763.81)	8.44%	**($376,231.89)**	**($1,141,381.79)**	($1,205,773.00)	68.80%
Government grants		($30,000.00)	($30,000.00)	100.00%		**($76,837.00)**	($30,000.00)	100.00%
Other income			$0.00	0.00%	**($61.23)**	**($61.23)**		0.00%
	($1,114,442.19)	($1,247,206.00)	($132,763.81)	10.64%	**($376,293.12)**	**($1,218,280.02)**	($1,235,773.00)	69.55%
EXPENDITURES								
Salaries	$1,384,626.76	$3,099,974.00	$1,715,347.24	55.33%	**$1,433,415.38**	**$2,944,373.93**	$3,071,573.00	53.33%
Benefits	$375,578.17	$769,267.00	$393,688.83	51.18%	**$382,014.64**	**$677,061.53**	$742,641.00	48.56%
TOTAL SALARIES/BENEFITS	**$1,760,204.93**	**$3,869,241.00**	**$2,109,036.07**	**54.51%**	**$1,815,430.02**	**$3,621,435.46**	**$3,814,214.00**	**52.40%**
Travel and training	$656.16	$28,856.00	$28,199.84	97.73%	**$5,495.66**	**$6,959.49**	$27,856.00	80.27%
Vehicle allowance, maintenance and repairs	$8,915.48	$29,600.00	$20,684.52	69.88%	**$12,360.47**	**$23,020.66**	$26,511.00	53.38%
Utilities and Fuel	$2,124,027.22	$5,463,212.00	$3,339,184.78	61.12%	**$2,167,610.69**	**$4,523,634.18**	$5,361,342.00	59.57%
Materials and supplies	$76,600.68	$225,247.00	$148,646.32	65.99%	**$77,502.83**	**$157,602.52**	$230,016.00	66.31%
Maintenance and repairs	$122,425.06	$201,940.00	$79,514.94	39.38%	**$135,703.96**	**$209,784.66**	$199,140.00	31.85%
Financial expenses	$61.76	$518.00	$456.24	88.08%	**$302.86**	**$477.92**	$518.00	41.53%
Purchased and contracted services	$1,633,209.73	$3,824,308.00	$2,191,098.27	57.29%	**$1,800,340.19**	**$3,699,341.19**	$3,702,458.00	51.37%
Transfer to own funds		$1,410,279.00	$1,410,279.00	100.00%		**$2,082,618.94**	$1,425,697.00	100.00%
Capital expense	$4,395.01	$50,418.00	$46,022.99	91.28%	**$3,068.63**	**$11,242.35**	$48,018.00	93.61%
Depreciation			$0.00	0.00%		**$10,858,988.66**		0.00%
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**($13.12)**		0.00%
TOTAL OTHER EXPENSES	**$3,970,291.10**	**$11,234,378.00**	**$7,264,086.90**	**64.66%**	**$4,202,385.29**	**$21,573,657.45**	**$11,021,556.00**	**61.87%**
	$5,730,496.03	$15,103,619.00	$9,373,122.97	62.06%	**$6,017,815.31**	**$25,195,092.91**	$14,835,770.00	59.44%
NET (REVENUE)/EXPENDITURE	**$4,616,053.84**	**$13,856,413.00**	**$9,240,359.16**	**66.69%**	**$5,641,522.19**	**$23,976,812.89**	**$13,599,997.00**	**58.52%**

Community Development & Enterprise Services - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
Fees and user charges	($2,073,722.61)	($6,841,922.00)	($4,768,199.39)	69.69%	**($2,643,343.04)**	**($5,558,292.41)**	($8,412,655.00)	68.58%
Government grants	($2,342,085.64)	($2,018,792.00)	$323,293.64	(16.01%)	**($446,562.77)**	**($3,364,398.21)**	($2,058,376.00)	78.31%
Contribution from own funds	(173,025.86)	($278,715.00)	($105,689.14)	37.92%		**($248,505.73)**	($100,000.00)	100.00%
Other income	($51,908.73)	($111,920.00)	($60,011.27)	53.62%	**($183,890.99)**	**($187,323.24)**	($242,100.00)	24.04%
	($4,640,742.84)	($9,251,349.00)	($4,610,606.16)	49.84%	**($3,273,796.80)**	**($9,358,519.59)**	($10,813,131.00)	69.72%
EXPENDITURES								
Salaries	$5,730,231.20	$13,867,870.00	$8,137,638.80	58.68%	**$6,145,442.82**	**$12,465,988.93**	$13,899,699.00	55.79%
Benefits	$1,582,326.09	$3,476,393.00	$1,894,066.91	54.48%	**$1,808,869.53**	**$3,115,541.93**	$3,394,225.00	46.71%
TOTAL SALARIES/BENEFITS	**$7,312,557.29**	**$17,344,263.00**	**$10,031,705.71**	**57.84%**	$7,954,312.35	$15,581,530.86	**$17,293,924.00**	**54.01%**
Travel and training	$10,961.09	$137,327.00	$126,365.91	92.02%	**$17,561.86**	**$44,099.82**	$166,722.00	89.47%
Vehicle allowance, maintenance and repairs	$647,407.44	$987,560.00	$340,152.56	34.44%	**$481,060.42**	**$993,770.46**	$963,069.00	50.05%
Utilities and Fuel	$1,181,347.70	$3,093,438.00	$1,912,090.30	61.81%	**$1,223,282.36**	**$2,525,688.67**	$3,104,934.00	60.60%
Materials and supplies	$264,195.10	$894,030.00	$629,834.90	70.45%	**$232,003.67**	**$596,887.43**	$935,363.00	75.20%
Maintenance and repairs	$505,105.24	$1,229,787.00	$724,681.76	58.93%	**$459,966.19**	**$965,266.63**	$1,221,630.00	62.35%
Program expenses	($6.51)	$102,470.00	$102,476.51	100.01%	**$39,474.63**	**$115,897.50**	$170,625.00	76.86%
Goods for resale	$23,318.96	$469,960.00	$446,641.04	95.04%	**$160,086.30**	**$242,182.60**	$557,222.00	71.27%
Rents and leases	$634.98	$82,255.00	$81,620.02	99.23%	**$1,841.64**	**$1,841.64**	$81,350.00	97.74%
Taxes and licenses	190188.58	$172,250.00	($17,938.58)	(10.41%)	**$162,429.98**	**$163,687.98**	$172,400.00	5.78%
Financial expenses	$24,164.20	$110,515.00	$86,350.80	78.13%	**$39,778.51**	**$68,473.30**	$91,960.00	56.74%
Purchased and contracted services	$531,771.63	$1,731,620.00	$1,199,848.37	69.29%	**$400,738.66**	**$1,114,131.68**	$1,583,942.00	74.70%
Grants to others	$135,702.13	$66,500.00	($69,202.13)	(104.06%)	**$111,173.46**	**$154,039.44**	$16,500.00	(573.78%)
Transfer to own funds		$218,040.00	$218,040.00	100.00%		**$1,442,759.93**	$224,510.00	100.00%
Capital expense	$88,276.31	$58,617.00	($29,659.31)	(50.60%)	**$32,363.35**	**$65,842.78**	$59,105.00	45.24%
Depreciation			$0.00	0.00%		**$1,822,769.31**		0.00%
Gain/Loss on Disposal of Capital Assets			$0.00	0.00%		**$249,773.10**		0.00%
TOTAL OTHER EXPENSES	**$3,603,066.85**	**$9,354,369.00**	**$5,751,302.15**	**61.48%**	$3,361,761.03	$10,567,112.27	**$9,349,332.00**	**64.04%**
	$10,915,624.14	$26,698,632.00	$15,783,007.86	59.12%	**$11,316,073.38**	**$26,148,643.13**	$26,643,256.00	57.53%
NET (REVENUE)/EXPENDITURE	**$6,274,881.30**	**$17,447,283.00**	**$11,172,401.70**	**64.04%**	$8,042,276.58	$16,790,123.54	**$15,830,125.00**	**49.20%**
Planning	540,744.45	1,024,281.00	483,536.55	47.21%				
LIP	(236,650.30)	0.00	236,650.30	.00%				
Humane Society	299,767.24	600,122.00	300,354.76	50.05%				
Recreation & Culture	509,320.82	1,622,971.00	1,113,650.18	68.62%				
Community Centres								
John Rhodes Community Centre	668,979.92	1,718,765.00	1,049,785.08	61.08%				
McMeeken Centre	78,531.89	189,516.00	110,984.11	58.56%				
Northern Community Centre	53,300.11	44,580.00	(8,720.11)	(19.56%)				
Outdoor Pools/Misc Concessions	42,135.16	169,022.00	126,886.84	75.07%				
Administration	348,249.94	793,250.00	445,000.06	56.10%				
GFL Memorial Gardens	389,064.32	922,968.00	533,903.68	57.85%				
Locks	(24,213.53)	28,263.00	52,476.53	185.67%				
Cemetery	(91,629.07)	53,874.00	145,503.07	270.08%				
Transit	2,657,598.89	7,279,960.00	4,622,361.11	63.49%				
School Guards	101,794.47	294,233.00	192,438.53	65.40%				
Tourism and Community Development	26,718.38	502,416.00	475,697.62	94.68%				
Economic Development	285,193.44	711,750.00	426,556.56	59.93%				
Future SSM	152,208.62	444,656.00	292,447.38					
Parking	111,469.55	209,523.00	98,053.45	46.80%				
Administration	362,297.00	837,133.00	474,836.00	56.72%				
	6,274,881.30	17,447,283.00	11,172,401.70					

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To: June	2020 Actual Year End	Budget 2020	Percentage Budget-Rem YTD 2020
FISCAL YEAR REMAINING% :	Actual	2021		50%				
REVENUE								
EXPENDITURES								
Grants to others	$10,820,322.00	$21,653,329.00	$10,833,007.00	50.03%	**$10,659,609.00**	**$21,157,677.65**	$21,319,218.00	50.00%
TOTAL OTHER EXPENSES	**$10,820,322.00**	**$21,653,329.00**	**$10,833,007.00**	**50.03%**	$10,659,609.00	$21,157,677.65	**$21,319,218.00**	**50.00%**
	$10,820,322.00	$21,653,329.00	$10,833,007.00	50.03%	**$10,659,609.00**	**$21,157,677.65**	$21,319,218.00	50.00%
NET (REVENUE)/EXPENDITURE	**$10,820,322.00**	**$21,653,329.00**	**$10,833,007.00**	**50.03%**	$10,659,609.00	$21,157,677.65	**$21,319,218.00**	**50.00%**

Outside Agencies (Main) - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Government grants	($45,575.98)	($200,000.00)	($154,424.02)	77.21%	**$110,321.16**	**($140,624.86)**	($200,000.00)	155.16%
	($45,575.98)	($200,000.00)	($154,424.02)	77.21%	**$110,321.16**	**($140,624.86)**	($200,000.00)	155.16%
EXPENDITURES								
Grants to others	$16,634,933.58	$33,578,279.00	$16,943,345.42	50.46%	**$17,865,481.57**	**$32,805,407.48**	$31,477,096.00	43.24%
Transfer to own funds		$80,000.00	$80,000.00	100.00%		**$80,000.00**	$80,000.00	100.00%
TOTAL OTHER EXPENSES	**$16,634,933.58**	**$33,658,279.00**	**$17,023,345.42**	**50.58%**	$17,865,481.57	$32,885,407.48	**$31,557,096.00**	**43.39%**
	$16,634,933.58	$33,658,279.00	$17,023,345.42	50.58%	**$17,865,481.57**	**$32,885,407.48**	$31,557,096.00	43.39%
NET (REVENUE)/EXPENDITURE	**$16,589,357.60**	**$33,458,279.00**	**$16,868,921.40**	**50.42%**	$17,975,802.73	$32,744,782.62	**$31,357,096.00**	**42.67%**

Outside Agencies (Other) - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Fees and user charges	($136,860.28)	($130,000.00)	$6,860.28	(5.28%)	**($88,213.00)**	**($122,602.72)**	($130,000.00)	32.14%
Contribution from own funds			$0.00	0.00%		**($84,878.82)**	($90,000.00)	100.00%
	($136,860.28)	($130,000.00)	$6,860.28	(5.28%)	**($88,213.00)**	**($207,481.54)**	($220,000.00)	59.90%
EXPENDITURES								
Materials and supplies	37709.25	$220,000.00	$182,290.75	82.86%	**$53,014.03**	**$207,481.55**	$220,000.00	75.90%
Grants to others	277890	$277,890.00	$0.00	0.00%	**$277,890.00**	**$277,890.00**	$277,890.00	0.00%
TOTAL OTHER EXPENSES	**$315,599.25**	**$497,890.00**	**$182,290.75**	**36.61%**	**$330,904.03**	**$485,371.55**	**$497,890.00**	**33.54%**
	$315,599.25	$497,890.00	$182,290.75	36.61%	**$330,904.03**	**$485,371.55**	$497,890.00	33.54%
NET (REVENUE)/EXPENDITURE	**$178,738.97**	**$367,890.00**	**$189,151.03**	**51.42%**	**$242,691.03**	**$277,890.01**	**$277,890.00**	**12.67%**

Economic Diversification Fund - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Contribution from own funds			$0.00	0.00%		($206,616.72)		0.00%
	$0.00	$0.00	$0.00	0.00%	$0.00	($206,616.72)	$0.00	0.00%
EXPENDITURES								
Materials and supplies	$30,493.96		($30,493.96)	0.00%	$206,616.72	$206,616.72		0.00%
Transfer to own funds		$500,000.00	$500,000.00	100.00%		$500,000.00	$500,000.00	100.00%
TOTAL OTHER EXPENSES	**$30,493.96**	**$500,000.00**	**$469,506.04**	**93.90%**	$206,616.72	$706,616.72	**$500,000.00**	**58.68%**
	$30,493.96	$500,000.00	$469,506.04	93.90%	$206,616.72	$706,616.72	$500,000.00	58.68%
NET (REVENUE)/EXPENDITURE	**$30,493.96**	**$500,000.00**	**$469,506.04**	**93.90%**	$206,616.72	$500,000.00	**$500,000.00**	**58.68%**

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Taxation	($123,832,736.39)	($125,248,213.00)	($1,415,476.61)	1.13%	**($119,806,925.58)**	**($121,262,102.13)**	($120,985,175.00)	0.97%
Payment in Lieu of taxes	($2,159,582.75)	($4,480,756.00)	($2,321,173.25)	51.80%	**($2,772,979.23)**	**($4,480,450.89)**	($4,347,584.00)	36.22%
Fees and user charges	($6,816,078.43)	($14,116,044.00)	($7,299,965.57)	51.71%	**($4,606,789.52)**	**($11,373,563.84)**	($15,001,696.00)	69.29%
Government grants	($10,274,925.19)	($16,412,618.00)	($6,137,692.81)	37.40%	**($8,463,048.69)**	**($19,414,751.03)**	($15,960,400.00)	46.97%
Interest and Investment income	($1,294,522.72)	($4,320,000.00)	($3,025,477.28)	70.03%	**($1,436,352.77)**	**($3,380,839.80)**	($4,320,000.00)	66.75%
Contribution from own funds		($1,914,308.00)	($1,914,308.00)	100.00%	**(14,712.30)**	**($1,301,161.23)**		0.00%
Other income	($261,146.23)	($1,540,000.00)	($1,278,853.77)	83.04%	**($454,296.10)**	**($1,206,629.60)**	($2,530,000.00)	82.04%
Change in future employee benefits			$0.00	0.00%		**($1,067,679.86)**		0.00%
	($144,638,991.71)	($168,031,939.00)	($23,392,947.29)	13.92%	**($137,555,104.19)**	**($163,487,178.38)**	($163,144,855.00)	15.69%
EXPENDITURES								
Salaries			$0.00	0.00%	**$109.48**	**$1,112,143.63**		0.00%
Benefits	$10,000.00	$20,000.00	$10,000.00	50.00%	**$14,000.00**	**$16,000.00**	$20,000.00	30.00%
TOTAL SALARIES/BENEFITS	**$10,000.00**	**$20,000.00**	**$10,000.00**	**50.00%**	**$14,109.48**	**$1,128,143.63**	**$20,000.00**	**29.45%**
Materials and supplies	$74,197.96	$310,056.00	$235,858.04	76.07%	**$53,283.22**	**$231,411.54**	$308,427.00	82.72%
Program expenses	$198,138.00	$472,988.00	$274,850.00	58.11%	**$380,047.50**	**$760,095.00**	$760,095.00	50.00%
Financial expenses	$1,964,073.75	$2,530,756.00	$566,682.25	22.39%	**$2,146,415.26**	**$3,264,541.53**	$2,479,330.00	13.43%
Purchased and contracted services	$35,020.24	$11,000.00	($24,020.24)	(218.37%)	**$7,976.28**	**$26,886.39**	$11,000.00	27.49%
Grants to others		$865.00	$865.00	100.00%		**$863.72**	$865.00	100.00%
Transfer to own funds	$36,000.94	$12,917,364.00	$12,881,363.06	99.72%		**$12,408,764.23**	$12,509,849.00	98.37%
TOTAL OTHER EXPENSES	**$2,307,430.89**	**$16,243,029.00**	**$13,935,598.11**	**85.79%**	**$2,791,499.16**	**$16,692,562.41**	**$16,069,566.00**	**82.63%**
	$2,317,430.89	$16,263,029.00	$13,945,598.11	85.75%	**$2,805,608.64**	**$17,820,706.04**	$16,089,566.00	82.56%
NET (REVENUE)/EXPENDITURE	**($142,321,560.82)**	**($151,768,910.00)**	**($9,447,349.18)**	**6.22%**	**($134,749,495.55)**	**($145,666,472.34)**	**($147,055,289.00)**	**8.37%**

Capital Levy & Debenture Debt - Second Quarter Ended June 30, 2021

	YTD	Budget	Variance	Percentage Budget-Rem	2020 Actual To:	2020 Actual	Budget	Percentage Budget-Rem
FISCAL YEAR REMAINING% :	Actual	2021		50%	June	Year End	2020	YTD 2020
REVENUE								
Fees and user charges	($50,515.21)	($350,000.00)	($299,484.79)	85.57%	**($96,309.15)**	**($222,520.42)**	($350,000.00)	72.48%
	($50,515.21)	($350,000.00)	($299,484.79)	85.57%	**($96,309.15)**	**($222,520.42)**	($350,000.00)	72.48%
EXPENDITURES								
Long term debt	$617,411.26	$1,795,301.00	$1,177,889.74	65.61%	**$1,089,530.07**	**$2,831,536.14**	$2,875,685.00	62.11%
Transfer to own funds		$6,243,514.00	$6,243,514.00	100.00%		**$6,162,597.00**	$6,242,580.00	100.00%
TOTAL OTHER EXPENSES	**$617,411.26**	**$8,038,815.00**	**$7,421,403.74**	**92.32%**	**$1,089,530.07**	**$8,994,133.14**	**$9,118,265.00**	**88.05%**
	$617,411.26	$8,038,815.00	$7,421,403.74	92.32%	**$1,089,530.07**	**$8,994,133.14**	$9,118,265.00	88.05%
NET (REVENUE)/EXPENDITURE	**$566,896.05**	**$7,688,815.00**	**$7,121,918.95**	**92.63%**	**$993,220.92**	**$8,771,612.72**	**$8,768,265.00**	**88.67%**

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	JRCC LED Lighting Upgrade - CDES

Purpose

Attached hereto for your information and consideration is a summary of the tenders received for LED Lighting Upgrades in the arenas at the John Rhodes Community Center (JRCC), as required by the Arenas Division of Community Development and Enterprise Services. Staff is seeking Council approval of the tender recommendation.

Background

The tender was publicly advertised and tender notifications were forwarded to all firms on our bidders list. A mandatory pre-bid site meeting was held 10:00 a.m. on June 23, 2021 of which five (5) interested bidders attended. Tenders closed 3:00 p.m., local time (Eastern) on July 5, 2021.

Analysis

Submission from three bidders was received prior to closing deadline:

Henderson Metal Fabricating, Sault Ste. Marie, ON
Nu-Style Construction Co. Ltd., Sudbury, ON
Tombari Electric Ltd., Sault Ste. Marie, ON

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, MET Energy Systems, and the Director of Community Services. MET Energy System's report concerning the tenders received is attached for your reference.

Financial Implications

Funding in the amount of $118,286 for this Project was approved during 2021 Capital Budget deliberations. Costs of $8,000 have been committed for Consulting leaving $110,286 in available funding.

The low tendered price, meeting specifications and, as recommended by the City's Consultant, is $68,500; HST being fully rebatable.

Optional project additions requested within tender, adjust the base bid value as follows:

1. Plug In Lighting, Arena 2 $ 4,850
2. Light Dimming feature, Arenas 1&2 $16,500

Tendered pricing including both options, is $89,850, HST being fully rebatable.

The tendered amount including the optional project additions can be accommodated from within the remaining allocation of $110,286 for this project. There remains $20,436 in funding to be allocated towards the Pool Area portion of this project.

In addition, the City is eligible for an estimated $4,730 IESO Save On Energy incentive towards the lighting upgrades for the Ice Rinks.

Strategic Plan / Policy Impact
Upgrades of Existing Infrastructure are included in the Infrastructure focus area of the Corporate Strategic Plan.

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

Resolved that the report of the Manager of Purchasing dated 2021 08 09 be received and the recommendation that the tender for LED Lighting Upgrades in the arena bowls and seating areas at the John Rhodes Community Centre be awarded to Tombari Electric Ltd., at their low tendered price including optional work, meeting specifications, of $89,850.00 plus HST, be approved.

The relevant By-law 2021-165 is listed under item 11 of the agenda and will be read with all by-laws under that item.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca

Letter of Recommendation

MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 304
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
Fax: (705) 942-1477

ATTENTION:	Karen Marlow	**DATE:**	July 14, 2021
COMPANY:	City of Sault Ste. Marie	**MET REF.:**	21M33
FROM:	Tim Janzen	**DOCUMENT NO.:**	LR-001
COPIES:	Gennaro Ferlaino		
SUBJECT:	**LED LIGHTING UPGRADES FOR THE ARENA BOWLS** **JOHN RHODES COMMUNITY CENTRE, SAULT STE. MARIE**		
NO. PAGES:	3 (Including this page)		

Karen,

Tendering for the **John Rhodes Arena Lighting** closed on July 5th 2021 at 3:00pm. There were three (3) tenders received for the project and have been summarized below showing both Base Bid Pricing and Alternate Pricing summary. Also refer to attached Bidders Sign In Sheet.

Base Bid Pricing

Bidder Name	Base Bid Amount (Exclusive of HST)
Henderson Metal Fabricating Co. Ltd.	$95,200.00
Nu-Style Construction Co. Ltd.	$127,000.00
Tombari Electric Ltd.	$68,500.00

Alternate Bid Pricing

Bidder Name	Alternate Price #1	Alternate Price #2
Henderson Metal Fabricating Co. Ltd.	$7,100.00	$9,500.00
Nu-Style Construction Co. Ltd.	$8,600.00	$27,900.00
Tombari Electric Ltd.	$4,850.00	$16,500.00

We have reviewed the tenders submitted and are recommending that the contract for **LED Lighting Upgrades for the Arena Bowls** be awarded to **Tombari Electric Ltd.** in the amount of ***$68,500.00 (plus HST)***, as stated on the bid form submitted. Two alternate prices were also submitted that we feel should be considered.

1. Alternate #1: To provide plug in lighting for the second Arena for easy changes.
2. Alternate #2: To provide dimming for all of the lights in both arenas.

A certified check was submitted in lieu of the tender bond which is acceptable and meets the requirements of the tender.

Tombari Electric Inc have indicated 4 weeks for completion of the work from commencement, however we still need time for shop drawings and ordering equipment.

If you have any questions or concerns, feel free to contact us.

Yours truly,



Tim Janzen, P.Eng.
MET Energy Systems

Site 6.5

SIGN IN SHEET

Name	Mobile Phone	Date
Dany Wixon Energy Network Services	705-698-1450	June 23/2021
Jacob Sutton "	705-984-6489	June 23/2021 "
Nick Tombari	Tombari Electric 705 943 7390	" "
Jason Porter	Phase 4 5423453	" "
Ron Pozzo	Henderson Metal 941-8371	" "
Alex Venturelli	705-562-2914 Nu-Style	June 23/2021

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	**Karen Marlow, Manager of Purchasing**
DEPARTMENT:	Corporate Services
RE:	**Tender for One (1) 16-Ton Excavator – Public Works**

Purpose

Attached hereto for Council's information and consideration is the summary of the tenders received for the supply and delivery of one (1) 16-Ton Excavator required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was May 26, 2021 at 12:00 noon. The Tender opening was conducted May 26, 2021 with the Deputy City Clerk in attendance.

Analysis

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

Tendered pricing was requested for both leasing and purchase of this equipment. Finance and Public Works have reviewed the tenders submitted and recommend the purchase option for this procurement.

Financial Implications

During the 2021 Budget deliberations, Council approved the allocation of $935,000 for Sanitary Sewer Fleet equipment including procurement of this particular piece of equipment.

The low tendered price of $216,811.98 will result in a total expenditure of is $220,627.87 including non-rebatable portion of HST.

The tendered amount can be accommodated from within this allocation.

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

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

Resolved that the report of the Manager of Purchasing dated 2021 08 09 be received and the recommendation that the tender for the supply and delivery of one (1) 16-ton Excavator as required by Public Works and Engineering Services be awarded to Toromont Cat at their low tendered price, meeting specifications, of $216,811.98 plus HST, be approved.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: May 26, 2021
File: 2021PWE-PWT-27-T

SUMMARY OF TENDERS
ONE (1) 16-TON EXCAVATOR

Firm	Make & Model	Delivery	Warranty	Total Tendered Purchase Price (HST extra)	Remarks
Brandt Lively, ON	2021 John Deere 160G	90 - 120 w/days	1 yr/unlimited hrs. full machine 3 yr/10,00hrs. Structural 5yr/3000 hr. emission component	$222,500.00	Meets Specifications
Hood Equipment Rosslyn, ON	2021 Hyundai HX160L	60 w/days	3 yrs/3000hrs.	$205,175.00	Does Not Meet Specifications
J.R. Brisson Vars, ON	2021 Case CX160D	140 w/days	3 yrs/3000hrs.	$247,997.00	Meets Specifications
ReadyQuip Sales Timmins, ON	2020 JCB JS160NLC	45 w/days	2yrs/2000hrs. 5yr/6000 hr. Powertrain & Hydraulics	$248,901.00	Does Not Meet Specifications
Strongco Equipment Sudbury, ON	2022 Volvo EC160E	300 w/days	1yr/2000hrs.	$214,000.00	Does Not Meet Specifications
Toromont Cat Sault Ste. Marie, ON	2021 Cat 317GC	110 w/days	1 yr/unlimited hrs. full machine 5yr/3000 hr. Powertrain & Hydraulics	$216,811.98	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $220,627.87 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Toromont Cat, be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

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

Purpose

Attached hereto for Council's information and consideration are the summaries of the tenders received for the supply and delivery of three (3) pieces of equipment required by Public Works & Engineering Services. Staff is seeking Council approval of the tender recommendation.

Background

The tenders were publicly advertised and tender documents forwarded to all firms on the bidders list. The closing date for submission of tenders was May 26, 2021 at 12:00 noon. The Tender opening was conducted May 26, 2021 with the Deputy City Clerk in attendance.

Analysis

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

Tendered pricing was requested for both leasing and purchase of this equipment. Finance and Public Works have reviewed the tenders submitted and recommend the purchase option for this procurement.

Financial Implications

Funding in the amount of $1,383,000.00 was approved during 2021 Capital Budget deliberations for Public Works Equipment.

The low tendered price of $427,673.00 for the three (3) pieces of equipment will result in a total expenditure of is $435,200.04 including non-rebatable portion of HST.

The tendered amount can be accommodated from within this allocation.

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

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

Resolved that the report of the Manager of Purchasing dated 2021 08 09 be received and the recommendation that the tenders for the supply and delivery of three (3) pieces of equipment as required by Public Works and Engineering Services be awarded as listed at the combined low tendered total price, meeting specifications, of $427,673.00 plus HST, be approved.

One (1) Articulated Wheeled Loader, Brandt Tractor Ltd, Lively ON, $214,000.00
One (1) 16,500lb Gasoline Dump Truck, Commercial Truck Equipment Corp, Woodstock ON, $98,673.00
One (1) Industrial Tractor/Loader, Brandt Tractor Ltd, Lively ON, $115,000.00

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: May 26, 2021
File: 2021PWE-PWT-24-T

SUMMARY OF TENDERS
ONE (1) ARTICULATED WHEELED LOADER

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Purchase Price/Unit (HST extra)	Remarks
Brandt Tractor Ltd. Lively, ON	2021 John Deere 524P	150 to 180 w/days	5 yrs/7000hrs.	$214,000.00	Meets Specifications
Hood Equipment Rosslyn, ON	2021 Hyundai HL904A	120 w/days	3yrs/3000hrs.	$151,776.00	Does Not Meet Specifications
J.R. Brisson Equiment Vars, ON	2021 Case 621G XT	140 w/days	1yr/unlimited hrs.	$251,447.00	Meets Specifications
ReadyQuip Sales Timmins, ON	2021 JCB 427 HT	180 w/days	1yr/unlimited hrs.	$231,900.00	Does Not Meet Specifications
Strongco Sudbury, ON	2021 Volvo L60H	120 w/days	1yr/2500 hrs.	$212,000.00	Does Not Meet Specifications
Toromont Cat Sault Ste. Marie, ON	2021 Cat 926M	120 w/days	1yr complete - 5yr/7500 Powertrain	$215,103.57	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $217,766.40 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Brandt Tractor Ltd., be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: May 26, 2021
File: 2021PWE-PWT-25-T

SUMMARY OF TENDERS
ONE (1) 16,500lb GASOLINE DUMP TRUCK

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Price (HST extra)	Remarks
Commercial Truck Equipment Corp. Woodstock, ON	2022 F450 Crew Cab c/w Dump Box	175 to 200 w/days	3 yr/60,000 km	$98,673.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed fair and equitable.
The total cost to the City will be $100,409.64 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Commercial Truck Equipment Corp., be accepted.

Karen Marlow
Manager of Purchasing

FINANCE DEPARTMENT
PURCHASING DIVISION

Received: May 26, 2021
File: 2021PWE-PWT-26-T

SUMMARY OF TENDERS
ONE (1) INDUSTRIAL TRACTOR/LOADER

Firm	Year, Make & Model	Delivery	Warranty	Total Tendered Purchase Price after Trade-In Allowance (HST extra)	Remarks
Brandt Tractor Ltd. Lively, ON	2020 John Deere 210L	10 w/days	5 yr/3000 hrs	$115,000.00	Meets Specifications
J.R. Brisson Vars, ON	2021 Case 570N EP	140 w/days	1yr/2000 hrs.	$131,597.00	Meets Specifications
Toromont Cat Sault Ste. Marie, ON	2021 Cat 415IL	110 w/days	5yr/3000 hrs.	$122,779.99	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be $117,024.00 including the non-rebatable portion of the HST.
It is my recommendation that the tendered price, submitted by Brandt Tractor Ltd., be accepted.

Karen Marlow
Manager of Purchasing

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	RFP MacDonald Avenue Drainage Improvements - PWE

Purpose

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received to retain a consultant to provide engineering services in relation to Drainage Improvements to the MacDonald Avenue area planned to begin September 2021, as required by Public Works and Engineering Services. Staff is seeking Council approval of the Evaluation Committee's recommendation.

Background

The City completed a Municipal Class Environmental Assessment for MacDonald Avenue Drainage Improvements in 2016. The study was completed in order to review the issue of both surface flooding and basement flooding in the MacDonald Avenue area, and assess solutions to reduce the frequency of flooding being experienced. The preferred solution identified, includes replacement of a storm sewer on MacDonald Avenue from Campbell Avenue easterly, and the construction of a storm water management facility in the ravine between MacDonald Avenue and Ontario Avenue.

A Request for Proposal associated with the engineering design and contract administration for construction of the above noted works was issued to Vendors of Record (VOR) within the Hydrology Category.

Proposals were required to be submitted for consideration no later than 11:00 a.m. on July 23, 2021.

Analysis

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

Tulloch Engineering, Sault Ste. Marie, ON
EXP Services Inc., Sudbury, ON

The Proposals received were evaluated by a committee comprised of staff from Engineering Services. It is the consensus of the Evaluation Committee that the Proponent scoring the highest in the evaluation process is Tulloch Engineering of Sault Ste. Marie, ON.

Financial Implications
Tulloch's proposed fee of $178,487.50 will result in a total expenditure of $181,628.88 including the non-rebatable portion of HST which can be covered by the allocation in the 2021 Capital Transportation Program for this project.

The total project budget will be presented to Council after tendering is complete for the construction project.

Strategic Plan / Policy Impact
This Project is linked to the Strategic Plan focus area of Infrastructure.

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

Resolved that the report of the Manager of Purchasing dated 2021 08 09 be received and the recommendation that acceptance of the Proposal submitted by Tulloch Engineering, for the provision of Engineering Services to MacDonald Avenue Drainage Improvements with fees of $178,487.50 plus HST as outlined in their Proposal as submitted, as required by Public Works and Engineering Services, be approved.

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

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705-759-5298
k.marlow@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Adventure Bus**

PURPOSE

To provide an update on the Adventure Bus Transit resolution and to seek Council approval to refer the matter to the 2022 Budget process. If approved at that meeting, it is proposed that a six (6) month pilot commence in January 2022.

BACKGROUND

At a Council meeting dated May 31, 2021 the following resolution was passed.

> Whereas on March 29, 2021 Sault Ste. Marie City Council approved a pilot project to provide transit services to Pointe des Chenes beach during summer weekends in 2021; and
>
> Whereas Sault Ste. Marie has many outdoor attractions and activities that are not currently accessible by public transit, including Hiawatha Highlands;
>
> Now Therefore Be It Resolved that staff be requested to report to Council on options for an additional bus route that would run on weekends after Labour Day to bring residents from one or both of the transit transfer hubs to Hiawatha Highlands.

ANALYSIS

Transit Services has reviewed the request and has provided an option for service in alignment with the motion.

Weekend service would commence Sunday January 2, 2022 and cease June 19, 2022 including statutory holidays where Transit regularly runs. This timeframe

would not interfere with the Pointe des Chenes Bus pilot should it be deemed successful and wish to be extended for 2022 or longer utilizing existing resources.

A worst, mid and best-case scenario was completed for financial impact. Utilizing the mid case scenario would result in an additional $34,000 in operating funding being required. This would provide for three (3) return trips daily covering the Northern Community Centre, the Downtown Terminal, John Rhodes Community Centre, servicing the Northern Transfer Point (Appendix A).

Hiawatha Highlands Transit Weekend Pilot										
Projected User Fee Revenue										
				Departure User Fee		**Return Fee**	**Total**	**Worst**	**Mid**	**Best**
User Fee				$ 3.00		$ 3.00	$6.00			
Projected Number of Riders								10	35	60
Projected Daily User Fee Revenue								$ 60.00	$ 210.00	$ 360.00
Days for Pilot over Weekend								49	49	49
Estimated Pilot Revenue								**$ 2,940.00**	**$10,290.00**	**$17,640.00**
Projected Cost Utilizing a 2 hour run										
Depart NCC	Depart Terminal	Depart JRCC	NTP	Arrive/Depart Hiawatha				Per Day Cost	Per Day Cost	Per Day Cost
9AM	9:15AM	9:30AM	9:45AM	10AM						
Hours Required								2	2	2
12PM	12:15PM	12:30PM	12:45PM	1PM						
Hours Required								2	2	2
3PM	3:15PM	3:30PM	3:45PM	4PM						
Hours Required				Return Trip Last Run				2	2	2
Total Hours Required								**6**	**6**	**6**
Rate Per Hour Of Service All In								$ 116.04	$ 116.04	$ 116.04
								$ 696.24	$ 696.24	$ 696.24
Days for Pilot over Weekend								49	49	49
Projected Cost of Pilot								**$34,115.80**	**$34,115.80**	**$34,115.80**
Project Net Cost of Pilot								**$31,175.80**	**$23,825.80**	**$16,475.80**
Notes:										
Weekend service would commence Sunday January 2, 2022 and cease June 19, 2021. including statutory holidays (that regular Transit runs).										
Service to run 3 times a day from NCC, Downtown Terminal Connecting with JRCC, Northern Transfer Point and to Hiawatha Highlands.										
NOTE: Subject to change if additional attractions added, and if successful route times subject to change										
Assumption of hours individuals can enjoy either a morning, or afternoon at the attractions.										

The Local Immigration Partnership (LIP) and Social Service have both been contacted and have been notified of the initiative. They are supportive of the opportunity and will promote with their clients and agencies they work with. The pilot would provide additional service and access to the greater Community to enjoy Hiawatha Highlands. The setting provides an additional outdoor opportunity in alignment with outdoor COVID-19 guidelines.

Staff are recommending the pilot be referred to the 2022 Budget deliberation as a service level increase.

FINANCIAL IMPLICATIONS

The recommendation does not impact the 2021 Transit Services operating budget.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Corporate Strategic Plan for 2020-2023 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- 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:

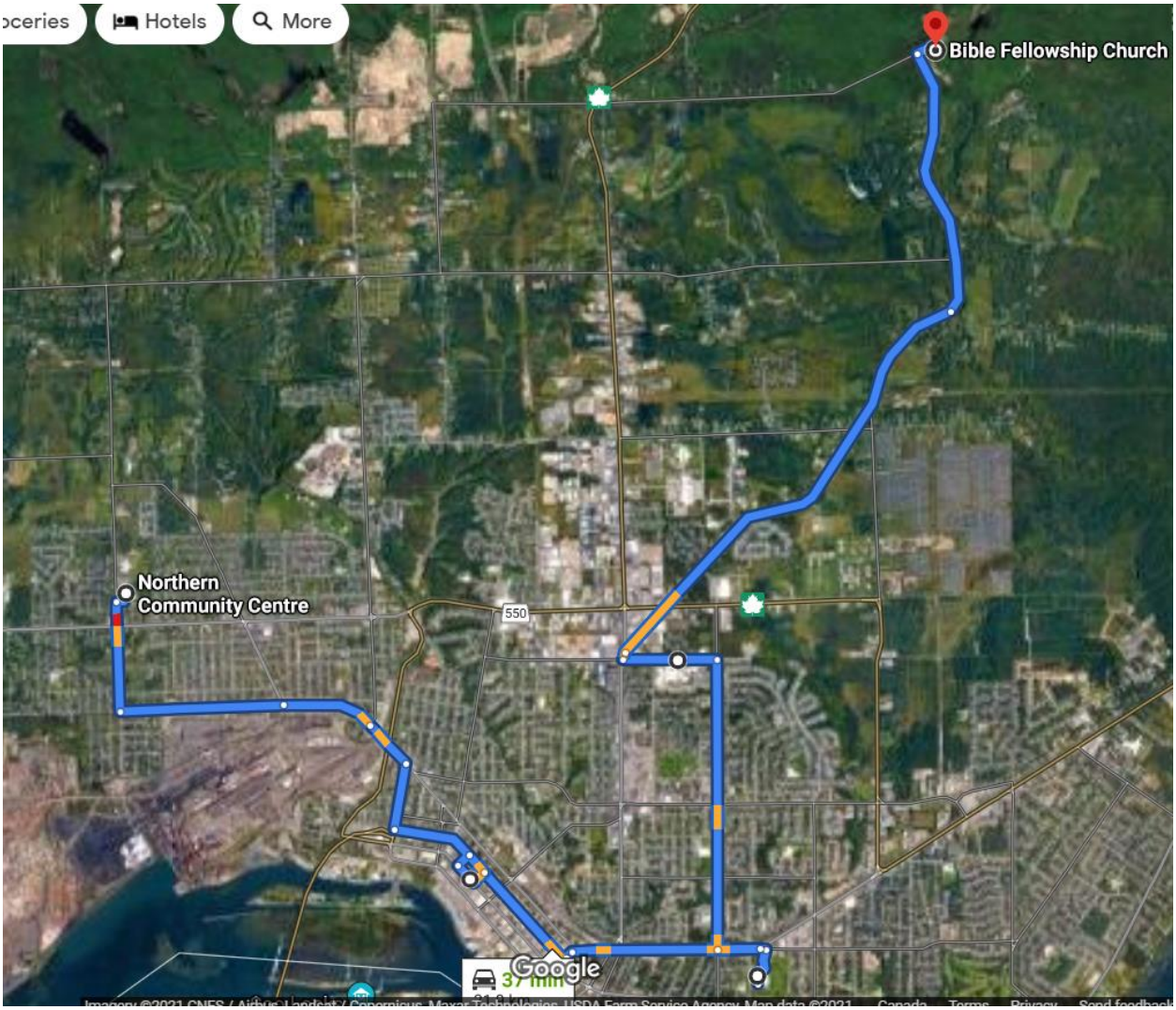
Resolved that the report of the Director of Community Services dated August 9, 2021 be received, and the recommendation that, Transit Services be authorized to:

1. Bring a service level increase to cover the cost of the six (6) month pilot to 2022 Budget deliberations.
2. Advise LIP and Social Services to promote the opportunity if Council approves as part of the 2022 budget process.

Respectfully submitted,

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

APPENDIX A – PROPOSED ROUTE MAP



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Travis Anderson, Director, Tourism and Community Development
DEPARTMENT:	Community Development and Enterprise Services
RE:	**Rural Economic Development Agreement**

Purpose

The purpose of this report is to seek Council's approval to sign the agreement with the Provincial Minister of Agriculture, Food & Rural Affairs for the purpose of accessing funds granted as a result of our successful application to the province's Rural Economic Development (RED) Program.

The $75,000 grant provided through the RED Program will support the delivery of a Sault Ste. Marie Health Care Attraction and Retention Campaign. Funds from RED will be utilized to market and promote health care careers including: Physicians (Family Medicine), Psychiatrists, Licensed and Registered Practical Nurses and Personal Support Workers.

Background

On February 22nd, 2021 Council approved by way of the following resolution a request by staff to submit an application to the provincial Rural Economic Development Program Application to support the marketing and promotion of the Sault Ste. Marie Health Care Attraction and Retention Campaign.

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

Resolved that the report of the Director of Tourism and Community Development Services dated February 22, 2021 concerning Rural Economic Development Program application submission be received that staff be authorized to proceed with an application for funding.

Following Council approval staff submitted a funding application funding to the provincial RED program. On May 18th, 2021 staff from the RED program informed us that our project was conditionally approved to receive funding at fifty percent (50%) of costs up to the amount of $75,000 for a total of $150,000. Access to the funding is subject to the execution of a Contribution Agreement (CA) between the recipient(s) and the Ministry of Agriculture, Food and Rural Affairs (Ministry).

These funds accessed through the RED program will be utilized to support the marketing and promotion of the Sault Ste. Marie Health Care Attraction and Retention Campaign. The marketing & promotion campaign will highlight our competitive advantages of our community including; low cost of living, a great work-life balance, access to our natural amenities, low commute times and educational opportunities. The campaign will include targeted recruitment of skilled health care workers nationally and internationally through the use of video campaigns, digital and print advertising, geo-targeting, in-person outreach and promotion of our www.welcometossm.com website. These efforts will play a role in filling hard to fill positions at organizations like Sault Area Hospital and several long term health care facilities.

Analysis

Through the Rural Northern Immigration Pilot program, it was identified that Health Care was one sector that Sault Ste. Marie is experiencing substantial current and future labour shortages. Like many northern and rural communities, we are facing critical shortages in the health care sector.

In an Algoma Workforce Investment Corporation survey of health care facilities, 63% stated they had difficulty filling positions. 40% of health care employers did not think they had adequate resources with rates of overtime as high as 30%. Our median age is six years higher than the provincial average, and net migration has been negative for the City since 2001. At the same time, due to high rates of retirement there are significant employment opportunities. To further compound this 21% of the health care workforce is over 55 years old and 46% is over the age of 45 years old.

As a result of these concerns, city staff within the Community Development department developed, in consultation with Physician recruitment and other health care providers, the Sault Ste. Marie Health Care Attraction and Retention Campaign, to create awareness locally, regionally, nationally and internationally in a strategic, targeted way to attract health care workers to the community.

Funding received by the RED program, will help to support the delivery of a Sault Ste. Marie Health Care and Retention Campaign. Eligible costs through this fund include virtual and in-person trade shows, video, photo and creative content and marketing and promotion. Once signed the funds will be allocated for staff to deliver this campaign.

Financial Implications

As noted in the February 22, 2021 report, Community Development Staff will use $75,000 of the Marketing and Promotion budget for 2021 from the FutureSSM budget for the purpose of the grant application. As such, there is no request to Council for additional funds. .

Strategic Plan / Policy Impact

The Corporate Strategic Plan contains numerous references to growing our community and meeting local employer demands by attracting skilled labour to the community. Furthermore, this matter would align with the FutureSSM pillar of Economic Growth and Diversification and the goal of inviting immigration, welcoming newcomers and building our labour force.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Tourism and Community Development, dated August 9th, 2021 be received as information and Council approve the agreement attached under By-law 2021-166

Respectfully submitted,



Travis Anderson
Director, Tourism and Community Development
705.989.7915
t.anderson@cityssm.on.ca

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "**Province**")

- and -

CORPORATION OF THE CITY OF SAULT STE MARIE

CRA # 122023120

(the "**Recipient**")

In consideration of the mutual covenants and agreements contained in this agreement (the “Agreement”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “Parties”) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms and Conditions,
Schedule “B” – Operational Requirements and Additional Provisions,
Schedule “C” – Project Description,
Schedule “D” – Financial Information,
Schedule “E” – Payments and Reports,
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed
an original, but all of which together will constitute one and the same instrument.

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

3.0 AMENDING AGREEMENT

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

(a) It has read and understands the provisions contained in the entire Agreement;

(b) It will be bound by the terms and conditions in the entire Agreement;

(c) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;

(d) The Funds are:

(i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and

(ii) Funding for the purposes of the *BPSAA*, the *PSSDA* and the *AGA*;

(e) The Province is not responsible for managing or carrying out the Project; and

(f) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Alan Crawley	Date:
Title:	A/Director, Rural Programs Branch	

I have the authority to bind the Crown pursuant to delegated authority.

CORPORATION OF THE CITY OF SAULT STE MARIE

Name:	Rachel Tyczinski	Date:
Title:	City Clerk	

Name:	Christian Provenzano	Date:
Title:	Mayor	

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

ARTICLE 1
INTERPRETATION AND DEFINITIONS

A.1.1 ***Interpretation.*** For the purposes of interpreting the Agreement:

(a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vise versa;

(b) Words in one gender include all genders;

(c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;

(d) Any reference to dollars or currency will be in Canadian dollars and currency;

(e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;

(f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and

(g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

A.1.2 ***Definitions.*** In the Agreement, the following terms will have the following meaning:

"Additional Terms And Conditions" means the terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

"*AGA*" means the *Auditor General Act, 1990*

"Agreement" means this contract between the Province and the Recipient,

"Arm's Length" has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

"*BPSAA*" means the *Broader Public Sector Accountability Act, 2010*.

"Budget" means the budget attached to section D.2 of this Agreement.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is closed for business.

"Claim Submission Deadline" means the date or dates set out under section E.1 (b) of this Agreement.

"Contract" means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

"Cost-Share Funding Percentage" means the percentage the Province will pay toward the Recipient's Eligible Costs, as set out under section D.1.1 of this Agreement.

"Effective Date" means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

"Eligible Costs" means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

"Event of Default" has the meaning ascribed to it in section A.14.1 of this Agreement.

"Expiration Date" means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

"*FAA*" means the *Financial Administration Act*.

"Failure" means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

"Final Report" means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

"*FIPPA*" means the *Ontario Freedom of Information and Protection of Privacy Act*.

"Funding Year" means:

(a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;

(b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

"Funds" means the money the Province provides to the Recipient pursuant to this Agreement.

"Guidelines" means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

"Holdback" means the amount set out under section D.1.3 of this Agreement.

"Incurred" in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

"Indemnified Parties" means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

"Ineligible Costs" means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

"Maximum Funds" means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

"Minister" means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*.

"Notice" means any communication given or required to be given pursuant to this Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient, unless the context implies otherwise.

"Program" means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

"Project" means the undertaking described in Schedule "C" of this Agreement.

"Project Approval Date" means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

"Project Completion Date" means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule "B" of this Agreement.

"*PSSDA*" means the *Public Sector Salary Disclosure Act, 1996*.

"Reports" means the reports set out under Schedule "E" of this Agreement.

"Requirements of Law" means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

"Timelines" means the Project schedule set out in Schedule "B".

A.1.3 ***Conflict.*** Subject to section 8.1 of Schedule "A" of this Agreement, in the event of a conflict between this Schedule "A" of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" of the Agreement will prevail.

ARTICLE A.2
REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 ***General.*** The Recipient represents, warrants and covenants that:

(a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;

(b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;

(c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;

(d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and

(e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A.2.2 ***Execution of Agreement.*** The Recipient represents and warrants that it has:

(a) The full power and authority to enter into this Agreement; and

(b) Taken all necessary actions to authorize the execution of this Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

(a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) Procedures to ensure the ongoing effective functioning of the Recipient;

(c) Procedures to enable the Recipient to manage the Funds prudently and effectively;

(d) Procedures to enable the Recipient to successfully complete the Project;

(e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

(f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

(g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A.2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

A.2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

(a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;

(b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and

(c) Any change in ownership or ownership structure.

ARTICLE A.3
FUNDS AND CARRYING OUT THE PROJECT

A.3.1 Funds Provided. The Province will:

(a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;

(b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;

(c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and

(d) Deposit the Funds into an account designated by the Recipient, provided that account:

(i) Resides at a Canadian financial institution, and

(ii) Is in the name of the Recipient.

A.3.2 Limitation On Payment Of Funds. Despite section A.3.1 of this Agreement:

(a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;

(b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;

(c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;

(d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or

(ii) Recover Funds already paid to the Recipient; or

(iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;

(e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and

(f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

A.3.3 Use Of Funds And Project. The Recipient will:

(a) Carry out the Project in accordance with the terms and conditions of this Agreement;

(b) Complete the Project by the Project Completion Date;

(c) Not use the Funds for Ineligible Costs;

(d) Use the Funds only:

(i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and

(ii) For those activities set out in section C.3. of this Agreement; and

(e) Use the Funds only in accordance with the Budget.

A.3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

A.3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

A.3.6 No Payment of Funds until Eligible Expenses are approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

A.3.7 ***No Provincial Payment Of Interest.*** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A.3.8 ***Maximum Funds.*** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A.3.9 ***Rebates, Credits And Refunds.*** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A.3.10 **Funding, Not Procurement.** The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A.4
RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A.4.1 ***Acquisition.*** If the Recipient acquires goods or services or both with the Funds, it will:

(a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and

(b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A.4.2 ***Contracts.*** The Recipient will ensure that all Contracts:

(a) Are consistent with this Agreement;

(b) Do not conflict with this Agreement;

(c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;

(d) Require that any parties to those Contracts comply with all Requirements of Law; and

(e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

A.4.3 ***Disposal.*** The Recipient:

(a) Will, where Ontario’s contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars ($25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and

(b) Will not, without the Province’s prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

ARTICLE A.5
CONFLICT OF INTEREST

A.5.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

A.5.2 Conflict Of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) The Recipient; or

(b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

A.5.3 Disclosure To The Province: The Recipient will:

(a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

(b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A.6
REPORTING, ACCOUNTING AND REVIEW

A.6.1 Preparation And Submission. The Recipient will:

(a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;

(b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:

(i) Completed to the satisfaction of the Province; and

(ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A.6.2 Records Maintenance. The Recipient will keep and maintain:

(a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and

(b) All non-financial documents and records relating to the Funds or otherwise to the Project.

A.6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

(a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;

(b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and

(c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A.6.4 Disclosure. To assist in respect of the rights set out under section A.6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE A.7
COMMUNICATIONS

A.7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province in the form and manner set out under section B.1.6 of this Agreement.

(b) The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A.7.2 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A.8
ADDITIONAL TERMS AND CONDITIONS

A.8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A.9
INDEMNITY

A.9.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

A.9.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.9.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A.9.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A.9.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A.10
INSURANCE

A.10.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000.00) per occurrence. The policy will include the following:

(a) A cross-liability clause;

(b) Contractual liability coverage;

(c) A thirty (30) day written notice of cancellation or termination provision.

A.10.2 Proof Of Insurance. The Recipient will:

(a) Upon request of the Province provide the Province with either:

(i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or

(ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and

(b) In the event that:

(i) A claim is made against the Province in relation to this Agreement, and

(ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

ARTICLE A.11
TERMINATION ON NOTICE

***A.11.1 Termination On Notice*.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A.11.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

(a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;

(b) Cancel any further payments of the Funds;

(c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and

(ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A.12
TERMINATION WHERE NO APPROPRIATION

A.12.1 Termination Where No Appropriation. If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.12.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

(a) Cancel any further payments of the Funds;

(b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b)of this Agreement.

A.12.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A.13
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.13.1 Events Of Default. Each of the following events will constitute an Event of Default:

(a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:

(i) Carry out the Project;

(ii) Use or spend the Funds;

(iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or

(iv) The Recipient fails to follow any directions that the Province provides under this Agreement.

(b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;

(c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) The Recipient ceases to operate.

A.13.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) Provide the Recipient with an opportunity to remedy the Event of Default;

(c) Suspend the payment of Funds for such a period as the Province determines appropriate;

(d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;

(e) Cancel any further payments of the Funds;

(f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;

(h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and

(i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.13.3 Opportunity To Remedy. If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) The particulars of the Event of Default; and

(b) The Notice Period.

A.13.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

(a) The Recipient does not remedy the Event of Default within the Notice Period;

(b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

A.13.5 When Termination Effective. Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

ARTICLE A.14
LIMITED TERMINATION OF AGREEMENT

A.14.1 Limited Termination Of Agreement. Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

A.14.2 Impact Of Limited Termination Of The Agreement. If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A.15
FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

ARTICLE A.16
REPAYMENT

A.16.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

(a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or

(b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.16.2 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.16.3 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

A.16.4 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A.16.5 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A.17
NOTICE

A.17.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.7 of this Agreement or as either Party later designates to the other by Notice.

A.17.2 Notice Given. Notice will be deemed to have been given:

(a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or

(b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A.17.3 Postal Disruption. Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

(a) Notice by postage-prepaid mail will not be deemed to be received; and

(b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A.18
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.18.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE A.19
SEVERABILITY OF PROVISIONS

A.19.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A.20
WAIVER

A.20.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE A.21
INDEPENDENT PARTIES

A.21.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A.22
ASSIGNMENT OF AGREEMENT OR FUNDS

A.22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A.22.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A.23
GOVERNING LAW

A.23.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A.24
FURTHER ASSURANCES

A.24.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A.25
JOINT AND SEVERAL LIABILITY

A.25.1 Joint And Several Liability. Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A.26
RIGHTS AND REMEDIES CUMULATIVE

A.26.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A.27
JOINT AUTHORSHIP

A.27.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A.28
FAILURE TO COMPLY WITH OTHER AGREEMENT

A.28.1 Other Agreements. If the Recipient:

(a) Has committed a Failure;

(b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A.29
SURVIVAL

A.29.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

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SCHEDULE "B"
OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

ARTICLE B.1
OPERATIONAL REQUIREMENTS

B.1.1 ***Effective Date.*** The Effective Date of this Agreement is: **May 4, 2021**

B.1.2 ***Expiration Date.*** The Expiration Date of this Agreement is: **June 1, 2023**

B.1.3 ***Project Completion Date.*** The Project Completion Date is: **June 1, 2022**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months,
provided that:

(a) The proposed extended date is at least 6 months prior to the Expiration Date

(b) The request is made in writing to the address in section B.1.6 of this Agreement; and

(c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.4 ***Submission Of Publications For Approval And Reports.*** All Reports and Project-related publications under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Administrative Service Representative, Agriculture and Rural Programs Unit

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.5 **Recognition Of Provincial Support:** In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province's support for the Project in the following manner: "The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs".

B.1.6 ***Providing Notice.*** All Notices under this Agreement shall be provided to:

	The Province:	**The Recipient:**
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	Corporation Of The City Of Sault Ste Marie
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	PO Box 580, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Attention:	A/Director, Rural Programs Branch	Paul Sayers, Labour Force Development Coordinator
Email:	RED@ontario.ca	p.sayers@cityssm.on.ca

or any other person identified by the Parties in writing through a Notice.

ARTICLE B.2
ADDITIONAL TERMS AND CONDITIONS

B.2.1 ***Notice Of Recipient's Insolvency.*** The Recipient will:

(a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and

(b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

B.2.2 **Special Circumstances** The Parties recognize and acknowledge, that at the time of entering into this Agreement; due to restrictions under the Emergency Management and Civil Protection Act, R.S.O. 1990, and its regulations, put in place in response to an ongoing pandemic known as the CoVID19 pandemic; there were and continue to be limitations on the activities permitted under law (the "Limitations").

B.2.2.1 **Notice of Special Circumstances** Should the Limitations, defined in section B.2.2 of this Agreement, result in a delay in completing the Project or Reports; the Recipient shall immediately notify the Province in writing. The notification from the Recipient should include:

(i) The specific reasons for the delay;

(ii) The nature of the delay; and

(iii) What the Recipient has done and plans to do to mitigate the delay.

B.2.2.2 **Response to Notice of Special Circumstances** Upon receiving a Notice of Special Circumstances (as described in section B.2.2.1 of this Agreement) from the Recipient; the Province will, acting reasonably and in a timely manner, take the following steps;

(i) Review the notification provided by the Recipient to determine what possible action(s), if any, could be taken to advance the successful completion of the Project;

(ii) Provide the Recipient with Notice of the Province's determination of what actions will be taken in response to the Notice of Special Circumstances provided by the Recipient, (including any actions the Recipient will be required to take to address the Special Circumstances); and

(iii) Prepare any amendments to the Agreement which the Province determines at its sole and absolute discretion, are needed.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]

SCHEDULE “C”
PROJECT DESCRIPTION

C.1 PROJECT NAME

Sault Ste. Marie Health Care Attraction and Retention Campaign

C.2 PROJECT STREAM

Economic Diversification and Competitiveness Stream

C.3 PROJECT OBJECTIVE

The City of Sault Ste. Marie will develop a health care attraction and retention campaign to attract/retain skilled workers in the health care sector.

PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE
Marketing & promotion
Video, photo and creative content
virtual & in-person trade shows

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

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SCHEDULE "D"
PROJECT FINANCIAL INFORMATION

ARTICLE D.1
FUNDING INFORMATION

D.1.1 ***Cost-Share Funding Percentage.*** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.

[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]

D.1.2 ***"Maximum Funds"***. The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is $75,000.00

D.1.3 ***Holdback.*** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

ARTICLE D.2
COSTS

D.2.1 **Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

(a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;

(b) Paid by the Recipient to an Arm's Length third party;

(c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;

(d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and

(e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

D.2.2 ***Incurring Eligible Costs.*** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Project Budget chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION					
FUNDING YEAR	**QUARTER 1 (APR. – JUN.)**	**QUARTER 2 (JUL. – SEP.)**	**QUARTER 3 (OCT. – DEC.)**	**QUARTER 4 (JAN. – MAR.)**	**FUNDING YEAR TOTAL**
The lesser of 50.00% of Eligible Costs, up to the maximum listed below:					
2021-22	$0.00	$18,750.00	$18,750.00	$18,750.00	$56,250.00
2022-23	$18,750.00	$0.00	$0.00	$0.00	$18,750.00
MAXIMUM PROVINCIAL FUNDS FOR THE PROJECT					**$75,000.00**

D.2.3 ***Ineligible Costs.*** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

(a) Any cost incurred prior to the Effective Date or after the Project Completion Date;

(b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.

(c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and

(d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

ARTICLE D.3
TRAVEL AND MEAL COSTS

D.3.1 In order to be considered Eligible Costs, travel and meal costs must be:

(a) Identified in section C.3 of this agreement

(b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;

(c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

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SCHEDULE "E"
PAYMENTS AND REPORTS

E.1 ***Claim Submission Requirements.*** The Recipient shall submit claims electronically using the Province's claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

	Name of Claim	Due Date
(a)	Progress Update and Claim Statement	A minimum of one claim must be submitted prior to the final claim, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date.

E.2 ***Reporting Requirements.*** Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

	Name of Report	Due Date
1.	Final Report	The Final Report is to be completed and submitted to the Province on or before: **Project Completion + 4 months** A copy of the Final Report Template will be provided to you upon request.
2.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

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The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

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

PURPOSE
The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers, and to update By-law 93-165 which appoints municipal by-law enforcement officers.

BACKGROUND
By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time. By-law 93-165 is a By-law appointing municipal by-law enforcement officers and is amended from time to time.

ANALYSIS
Not applicable.

FINANCIAL IMPLICATIONS
There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT
This is an operational activity not articulated in the strategic plan.

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

By-law 2021-171 appears elsewhere on the Agenda and is recommended for approval.

By-law 2021-172 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nicole Maione
Manager of Transit and Parking
705.759.5434
n.maione@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

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:	Biosolids and Source Separated Organics

Purpose

The purpose of the report is to update Council on the biosolids project, and request approval for associated engineering work, processing equipment vendor selection, and provincially mandated work related to curbside collection of source separated organics.

Background

In 2007 Council approved retaining an engineering consultant to develop a Biosolids Management Plan for the City of Sault Ste. Marie to address the long term (20 year) management of biosolids generated at two wastewater treatment facilities. A Municipal Class Environmental Assessment was undertaken to complete this study in accordance with the Environmental Assessment Act. The problems and opportunities addressed in the study are as follows:

- There is a shortage of cover at the landfill;
- Approximately 10,000 tonnes of biosolids, originating from the two wastewater treatment facilities, are landfilled annually;
- Due to the approximate 75% moisture content of the biosolids, they are difficult for staff to manage;
- Opportunity to enhance odour mitigation during transportation and landfilling of the biosolids.

The Biosolids Environmental Assessment was finalized in 2015 which included the following recommendations:

- Construction of an alkaline stabilization or composting facility at the City landfill;
- Use of the final product for daily cover;
- Consideration of other uses of the processed material in the future;
- Use of modified transportation units for odour control in transit.

Engineering services were approved by Council in January 2018 for design and construction of the proposed biosolids facility.

Analysis

In order to continue with the design of the facility, equipment pre-selection is now required. A Request for Proposal was issued for the pre-selection of biosolids processing equipment, for either alkaline stabilization, or composting, as recommended in the Environmental Assessment. Two composting technology submissions were received, and analyzed.

Given that both submissions included composting technologies, the process was paused while incorporation of source separated organics into the project was further considered. Source separated organics include food and organic waste separated from other waste, under a program operated by the municipality, also known as a green bin program. Some of the deliberations included the following:

- In 2004 a co-composting study was completed. The study was updated in 2018 which incorporated new composting regulations. As part of that study, it was recognized that a separate source separated organics facility may be required, however, it was recommended that inclusion of the waste stream into the biosolids project be considered where appropriate.

- The Food and Organic Waste Policy which has been implemented, requires municipalities in Northern Ontario meeting the population and density thresholds, to provide for a 50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas by 2025. A Waste-Free Ontario Act Update was reported to Council in February 2018, which included information on the Food and Organic Waste Framework and on the co-composting study update. Inclusion of source separated organics into the biosolids project at this time would facilitate meeting regulatory deadlines, while also benefiting from economies of scale achieved by coordinating design, construction, and tendering efforts into one streamlined project where appropriate.

- Any modifications to the Request for Proposal for inclusion of source separated organics requires volume projections. Therefore, this work was carried out by the Consultant for potential incorporation into the proposed project.

After review of the above noted considerations, it was recommended that the Equipment Vendor Request for Proposal be expanded to explore the capability and costs of both vendors to accommodate source separated organics.

Both vendors provided the requested information regarding source separated organics for further review. An extensive analysis was completed on both

proposals which included pass/fail criteria, and financial and technical evaluations. A technical memorandum with additional detail on the recommendation has been attached for Council's consideration. Based on the analyses completed, SG-Gore (Sustainable Generation LLC) was recommended as the preferred vendor, with the understanding that additional financial analysis would be required to determine the impacts on the Waste Management Business and Implementation Plan.

As part of the overall assessment, the Business and Implementation Plan presented to Council in 2019 was reviewed and updated. Several changes were made, most notably, the costs associated with both collection and processing of source separated organics utilizing the above-noted recommended technology. Previous projections in the plan included landfill user fee increases of 10% every five years together with an increase of 7.45% per year to the waste disposal levy, until 2030. The approach taken in the updated plan was similar, however the plan reflects a waste management reserve account balance of approximately $0 in 2035 in lieu of 2030, incorporating the 7.45% annual waste disposal levy increase to 2035. Should source separate organics be incorporated into the biosolids project, it is recommended that the planned user fee and waste management levy increases as previously committed to 2030 be continued, with anticipated ongoing review of the plan over time. The Business and Implementation Plan continues to be a living document.

Financial Implications

An amendment to the engineering fee and scope of work is required to accommodate the additional engineering associated with source separated organics and the Environmental Assessment revision. AECOM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services and purchase in the best interests of the City. AECOM's approved fee of $1,234,567.00, in addition to the proposed fee amendment of $652,304.90, results in a total engineering fee of $1,886,871.90, excluding HST. A detailed breakdown of costs have been included as an attachment, for consideration of Council.

In addition to the engineering fee, approval is being sought in the amount of $111,995 plus HST to retain SG-Gore (Sustainable Generation LLC) for preparation of the equipment shop drawings and provision of associated design support. An Agreement will be brought forward at a future Council meeting, should approval be granted. This authorization will facilitate moving forward with the overall design of the facility.

At the April 10, 2017 Council meeting, capital costs were estimated to be up to $23 million for the biosolids project. When considering the addition of source separated organics into the project, the updated budgetary capital costs are estimated at approximately $32 million, inclusive of engineering. Based on associated volumes of waste, two-thirds of the costs, approximately $21.3 million, were projected to be

sourced from the sanitary sewer revenue, whereas the remaining one-third of the costs, approximately $10.7 million, were projected to be sourced from waste management reserve, as provided for in the revised Waste Management Business and Implementation Plan. The estimated sanitary related costs are within the total budget of $25 million approved in previous capital budgets. Budgetary costs and funding sources will be further defined as the engineering design proceeds, and the tendering process is completed.

Strategic Plan / Policy Impact
The report links to the Strategic Plan focus area of infrastructure.

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

Resolved that the report of the Land Development and Environmental Engineer dated August 9, 2021 concerning the biosolids facility and source separated organics be received, and that:

- SG-Gore (Sustainable Generation LLC) be selected as the preferred vendor, with an Agreement to be presented at a future Council meeting for the equipment shop drawings and design support in the amount of $111,995 plus HST, and;
- AECOM single sourcing and associated scope of work amendment be approved.

The relevant engineering fee addendum By-law 2021-161 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

AECOM Imagine it. Delivered.

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May 26, 2021

Our Reference
60565655

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

Biosolids Management Facility - Source Separated Organics (SSO) Fee Addendum

Introduction

The City of Sault Ste. Marie (City) has two (2) wastewater treatment plants that generate approximately 10,000 wet tonnes of sewage sludge or biosolids annually. The biosolids are disposed of five days/week in the working face of the City's landfill. This management approach has been challenging primarily due to the semi-fluid nature of the biosolids (i.e. approximately 20-25% solids) and its odour. In addition, the challenges have been exacerbated over time as the proportion of locally generated Industrial, Commercial and Institutional (IC&I) waste exported to a northern Michigan landfill has grown to approximately 75%. This has resulted in significantly reduced quantities of solid waste available for mixing with the biosolids.

A Class Environmental Assessment (EA) was completed to address these challenges and recommended the construction of a composting or alkaline stabilization processing facility at the landfill to convert the biosolids to a stable dry material that could be used for landfill cover and/or other beneficial uses. The City has retained AECOM Canada Ltd. (AECOM) to provide engineering design services for a new Biosolids Management Facility.

The processing equipment for biosolids management facilities are specialized with a limited number of vendors. Each vendor has unique and proprietary equipment, which is custom designed and modified to suit the needs of each project. In order to design this facility, it is imperative to have the core processing equipment confirmed, as this impacts the auxiliary components of the project which are tailored to the equipment. To select the major processing equipment, a pre-selection process was carried out to select a preferred vendor. In 2019, a Request for Proposal (RFP) was advertised publicly for the design, fabrication, supply, delivery, assistance during detailed design, supervision of installation and commissioning of the biosolids process equipment. Two (2) formal submissions were received from SG-Gore and BDP. Both the SG Gore and BDP submissions were for composting technologies and no submissions were received for alkaline stabilization.

Following the proposal close date, and given that both vendors were proposing composting technologies, AECOM raised the possibility that the City may want to consider expanding the requirements of the new Biosolids Management Facility to accept municipal source separated organics (SSO). This new requirement for accepting SSO was a result the *Food and Organic Waste Policy (Policy)* issued by the province which, in part, provides direction to municipalities, to increase waste reduction and resource recovery from food and organic waste. The Policy set a target for larger municipalities in Northern Ontario for a "*50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas"*. The City of Sault Ste. Marie meets the thresholds in the current policy and based on the terms of that policy will be required to collect and process SSO by approximately 2025. This consideration early in the design phase will allow the facility to be designed to accept both SSO and biosolids, as retrofits after construction would be more costly and may or may not be feasible.

This letter outlines the additional work plan items, fee estimate, and revised schedule to incorporate the SSO into the design.

Scope of Work

The biosolids management facility design will be expanded to accept 5,000 wet tonnes per year of source separated organics as a separate feedstock. It is anticipated that the SSO will be delivered to the facility 5 days per week, requiring immediate processing. Although the major processing stages are similar for the biosolids and SSO feedstocks, it is anticipated that the SSO feedstock would be addressed as a separate process stream within the facility. The SSO feedstock will also require the addition of a pre-screening process. AECOM's scope of work will include the following, some of which have already occurred or are underway:

- Issue a post-RFP addendum to the respondents of the RFP for the inclusion of the SSO feedstock.
- Evaluation of the vendor submissions and information packages related to the SSO processing equipment.
- Virtual tours of facilities and additional selection committee workshops to ensure a good understanding of the capital and operating requirements for each option.
- Completing an amendment to the Class EA to incorporate an additional feedstock and increase the capacity of the facility.
- Additional design (preliminary and detailed design) efforts related to the SSO feedstock.
- Increased odour control design requirements for the SSO feedstock, including added air and noise modelling to meet approval requirements.
- Increased construction administration and inspection efforts to 19 months (up from 12 months estimated in the original proposal).

AECOM's Fee Estimate

Our estimated additional fees required to incorporate the SSO design into the facility is **$652,304.90 plus HST**, and can be summarized as follows:

- Pre-selection efforts to incorporate the SSO Feedstock: $53,204.90
  (Please note, this task has been completed with the fees tracked separately and invoiced on a monthly basis. This cost has not been identified on the TTM attached. Total noted here is as per our April 16, 2021 invoice.)
- Class EA addendum including preparing an addendum to the previous report, soliciting input, liaising with appropriate agencies and obtaining necessary approvals: $29,305.00.
- Project Management and Administration: $25,070.00
- Preliminary Design: $90,310.00
- Detailed Design: $172,900.00
- Construction Administration and Site Inspection: $281,515.00

A detailed time-task matrix has been attached to this letter outlining the tasks and estimated hours associated with this additional effort. Please note, the hourly rates will vary from the original proposal rates provided in 2017 and have been updated based on the current rates. AECOM has not applied any cost escalation to the outstanding fees from our original proposal submitted in 2017 and will honour our quotation previously provided to complete the outstanding tasks.

AECOM's original fee estimate for all tasks was $1,234,567.00, plus HST which was based on an estimated capital construction cost estimate of $17M as noted in our proposal. With this additional fee request, AECOM's total fees will be $1,886,871.90 plus HST.

Capital Cost Estimate

AECOM has recently completed a conceptual cost estimate of the project based on the vendor selection (SG-Gore). A firm price has been received for the SG-Gore system. This estimate is considered a Class C estimate, suitable for budgetary purposes only, and carries an accuracy of -15% to +30%. The estimate is summarized below:

	Value	Estimating Accuracy / Contingency	Budgetary Value
Capital Cost (excluding Vendor)	Estimate of $19.5M	-15% to +30%	$17.0M to $25.4M
Vendor Equipment (SG-Gore Proposal)	Firm Quote of $3,401,534.56	+10% contingency	$3.4M to $3.7M
		Estimated Capital Costs (Rounded)	**$20.4M to 29.1M**

Utilizing the estimated capital construction value of $22.9M, without applying any contingency or estimate accuracy factors, the engineering fees of $1,886,871.90 represent 8.2% of the construction value. For reference, the Ontario Society of Professional Engineers guidelines suggests an engineering fee of 14% of the construction for projects greater than $10M in capital cost. Our fee estimate at 8.2% falls well below this guideline. This can be attributed to the high cost of the specialized equipment and the high concrete cost. The SG-Gore system includes 12 concrete bunkers, each bunker being 30m long by 8m wide. All bunkers will be of similar design, reducing the design efforts as a proportion of the capital cost. This will be similar to the fabric building enclosures housing these bunkers.

Schedule

The table below provides a summary of the major milestones for completing the preliminary and detailed design components. A breakdown of the construction tasks and timelines will be provided throughout the design stage. The construction is anticipated to last 19 months.

Milestone	Estimated Date
Vendor Selection – Notification of Award	June 28, 2021
Vendor Shop Drawing Submittal	August 30, 2021
AECOM Review of Vendor Shop Drawing	October 1, 2021
Preliminary Design Package (including Vendor Drawings)	December 7, 2021
Preliminary Design Workshop	December 14, 2021
MECP Pre-Consultation	January 2022
60% Detailed Design Package	March 30, 2022
Detailed Design Workshop – 60% Review	April 6, 2022
90% Detailed Design Package	July 12, 2022
Detailed Design Workshop – 90% Review	July 19, 2022
Tender Ready Package	August 2022

We trust the details provided in this letter are sufficient for your purposes. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours sincerely,

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July 15, 2021

Our Reference
60565655

Catherine Taddo, P.Eng.
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Biosolids Management Facility - Process Equipment Pre-Selection

Introduction

The City of Sault Ste. Marie (City) has retained AECOM Canada Ltd. (AECOM) to provide engineering design services for a new Biosolids Management Facility to service the City. The processing equipment for biosolids management facilities are specialized with a limited number of vendors. Each vendor has unique and proprietary equipment, which is custom designed and modified to suit the needs of each project. In order to design this facility, it is imperative to have the core processing equipment confirmed, as this impacts the auxiliary components of the project which are tailored to the equipment. To select the major processing equipment, a pre-selection process was carried out to select a preferred vendor. The following sections of this letter outline the pre-selection process, evaluation criteria, technical evaluation of the proposals received, and provides a vendor recommendation for consideration by City staff.

Background

The City of Sault Ste. Marie (City) has two wastewater treatment plants that generate approximately 10,000 wet tonnes of sewage sludge or biosolids annually. The biosolids are disposed of five days/week in the working face of the City's landfill. This management approach has been challenging primarily due to the semi-fluid nature of the biosolids (i.e. approximately 20-25% solids) and its odour. In addition, the challenges have been exacerbated over time as the proportion of locally generated Industrial, Commercial and Institutional (IC&I) waste exported to a northern Michigan landfill has grown to approximately 75%. This has resulted in significantly reduced quantities of solid waste available for mixing with the biosolids.

A Class Environmental Assessment (EA) was completed to address these challenges and recommended the construction of a composting or alkaline stabilization processing facility at the landfill to convert the biosolids to a stable dry material that could be used for landfill cover and/or other beneficial uses.

Early in the project, prior to initiating the equipment preselection phase, a Statement of Interest (SOI) Request, soliciting submissions from vendors of biosolids processing equipment was advertised on the City's website, MERX, Daily Commercial News, and other local newspapers. This step was undertaken to identify alkaline stabilization or composting equipment vendors that may have an interest in participating in the project. A total of four (4) Statements of Interest were submitted from vendors.

In 2019, a Request for Proposal (RFP) was advertised publicly and issued to all four respondents from the SOI for the design, fabrication, supply, delivery, assistance during detailed design, supervision of installation and commissioning of the biosolids process equipment. Two (2) formal submissions were received offering composting technologies while no submissions were received for alkaline stabilization.

Following the proposal close date, and given that both vendors were proposing composting technologies, the City's Consultant, AECOM, suggested that the City may want to consider expanding the scope of the new Biosolids Management Facility to accept municipal source separated organics (SSO). This new requirement was a result the

Food and Organic Waste Policy (Policy) issued by the province which, in part, provides direction to municipalities, to increase waste reduction and resource recovery from food and organic waste. The Policy set a target for larger municipalities in Northern Ontario for a "*50% waste reduction and resource recovery of food and organic waste generated by single-family dwellings in urban settlement areas*". The City of Sault Ste. Marie meets the thresholds in the current policy and based on the terms of that policy will be required to collect and process SSO by approximately 2025.

In order to address this new design requirement, a post-close addendum was issued to both respondents notifying them of the revised design criteria. Both vendors responded with a revised proposal submission within the allocated timeline. These revised proposals are discussed in the following sections.

Evaluation Criteria

The two (2) proposals received were evaluated in accordance with AECOM's scoring methodology which utilizes a matrix scoring system divided into three (3) parts. The first part focuses on compliance with the terms and conditions of the RFP and includes criteria such as financial stability of the firm, providing the required forms, and submitting the proposal in accordance with the RFP's terms and conditions before the noted RFP close deadline.

The second part of the evaluation included a review of all the quality-related evaluation criteria. This evaluation included factors such as technical performance, schedule, vendor experience with similar projects, and reference checks.

The third part considered financial aspects of the project, including up front equipment cost, overall project capital cost, operational and maintenance costs, and life cycle cost evaluation converted into a Net Present Value (NPV).

A formal presentation/interview with each vendor was conducted in November 2020 with the participation of AECOM staff and the City representatives to ensure the individual proposed system was fully understood by all involved parties. A subsequent consultation with the City's building department was carried out to explore the viability and permit guidelines for different types of buildings.

It was recommended that a site visit to one of the referenced facilities from each vendor be undertaken to provide the City's Operation staff first-hand experience with the site layout, operational preferences, odour control efficiency, labour requirements and other site-specific requirements. However, due to the COVID-19 pandemic, such visits were not possible. Short virtual recordings were provided of similar facilities and shared with City and AECOM staff for consideration.

Technical Evaluation of the Selected Vendor

The selected technology has a base facility for biosolids with eight (8) bunker systems covered with the vendor's proprietary cover system. Each bunker is 8 m wide x 3.5 m high and 50 m long. The integrated system includes the bunker covers, in-floor aeration, aeration blowers, oxygen and temperature sensors, controllers, computers, software, and cover handling system. The cover system proposed is a low risk, cost effective solution for a variety of feedstocks including but not limited to green waste, food waste, biosolids, manures, MSW, SSO. The 8 Bunker system provides enough excess space to allow for a future capacity to accommodate 0.6% biomass growth. To process 5,000 WTPY of SSO separately, 4 more bunkers will be added with each bunker at 8 m width x 3.7m height and 30 m length, which is 20 m shorter than the regular biosolids bunker. The bunkers can be placed outdoors, or have a roofed structure or fabric covered building placed over top. The footprint of the system can be accommodated within the available space at the landfill site.

The preliminary receiving and mixing stage of the system is housed in a building enclosure. The composting and storing stage of this system can be housed in fabric building enclosures or left outdoors. In order to mitigate potential odour issues, AECOM is recommending fabric building enclosures with odour control be provided for the composting stage, and have included the costs of such enclosures in the financial evaluation portion. Additional infrastructure required for odour control will be designed by AECOM and supplied by the general contractor as part of the installation contract.

Financial Considerations

A breakdown of the costs associated with the selected Vendor's equipment is summarized below.

Table 1: Cost Submitted in Form of Proposal

	Including SSO Processing
Cost of Shop Drawings	$ 23,995.00
Cost of engineering assistance during design	$ 88,000.00
Supply and delivery of Biosolids Process Equipment (including control panels and appurtenances)	$ 2,242,238.86
Cost of Recommended Spare Parts	$ 4,550.70
Cost for Delivery to Site	$ 83,000.00
Cost for Supervision of Installation, Start-up, and Commissioning	$ 32,000.00
Cost of Operator Training	$ 48,000.00
Equipment cost for separate SSO processing	$ 879,750.00
Subtotal Contract Price (excluding HST)	**$ 3,401,534.56**

Summary and Recommendations

The bid from SG-Gore (Sustainable Generation LLC) received the highest overall score. Provided that a mutual agreement can be made between Sustainable Generation LLC (SG-Gore) and the City, it is recommended that the City accept the proposal submitted by Sustainable Generation LLC.

It is also recommended that the City issue a purchase order to Sustainable Generation LLC for biosolids processing equipment shop drawings and design assistance, for a total of **$111,995.00 plus HST**. The remaining portion of the cost would be carried as part of the installation construction tender, to be issued at a later date through a competitive process to general contractors, after completion of the detailed design.

We believe the information provided herein is satisfactory to meet the City's requirements. Should you have any questions or concerns, please do not hesitate to reach out.

Kind regards,

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The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

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

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Purpose

The purpose of the report is to request Council approval to proceed with engineering services and construction related to effluent water system upgrades at the West End Sewage Treatment Plant.

Background

Through discussions with the operations staff and as part of the ongoing asset management process, required upgrades to the West End Sewage Treatment Plant effluent system have been identified. Based on input received from operations staff, prioritization of the work is recommended. Given that Phase I upgrades are currently underway as approved at the June 8, 2020 Council meeting, inclusion of an amended scope of work is suggested to most effectively address the upgrade requirements in a timely manner.

Analysis

Operations staff have identified current effluent system operational challenges. Through discussions with the consulting team currently working on the Phase I upgrades, a proposed work plan was developed for consideration. The information has been attached for the consideration of Council.

Preliminary estimates indicate that the conceptual level budget estimate for the effluent system upgrades is approximately $570,000, including both engineering and construction. The existing approved engineering fee for the West End Sewage Treatment Plant upgrades, is approximately $4,693,000, excluding HST. The additional fee of $65,300, would increase the total engineering fee to approximately $4,758,300, excluding HST. AECOM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services, and purchase in the best interests of the City. While accounting for existing approvals, the total budget to date is approximately

$37.1 million, which is within the allocated West End Phase I total approved budget of approximately $37.6, with funding from Sanitary Sewer Revenues.

Financial Implications
When recoverable HST is removed and allowances for engineering are added to existing approvals, the City's cost to complete the project is estimated to be approximately $37.1 million which is within the West End Phase I total approved budget of approximately $37.6 million with funding from Sanitary Sewer Revenues.

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

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

The relevant bylaw 2021-173 in relation to the change in scope, single sourcing of engineering to AECOM, and engineering fee amendment is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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April 13, 2021

Project #
60505229

Dear Ms. Taddo:

Regarding: Proposal – West End WWTP – Effluent Water System Upgrades

Please accept this letter in response to your request for an engineering proposal for the replacement of the existing effluent pumps at the West End Wastewater Treatment Plant (WWTP). The following documents our scope of work, schedule, engineering fees and anticipated capital costs.

Scope of Work

AECOM previously prepared a technical memorandum "Sault Ste. Marie West End WWTP – Effluent Water System Upgrades" technical memorandum dated October 27, 2020 which reviewed the existing effluent water system. The memorandum outlined the required upgrades to maintain effluent water servicing throughout the West End WWTP and acknowledged a full upgrade is required of this system. Noting that the future Phase 2 work at the West End WWTP included upgrades to the disinfection system and electrical systems in this area, the memorandum recommended that the pumps should be replaced at this time while the electrical and automation components be done in the future as part of the Phase 2 contract to avoid possible rework.

Due to concerns raised by operational staff regarding the condition of the pumps and the current manual operation, the City of Sault Ste. Marie (SSM) has requested that the pump replacement and automation upgrades are expedited. The work is to be completed under the current Phase 1 upgrades as a change order to Maple's Construction contract. The effluent pump system upgrade will include pumps, motors, VFDs, and automation based on a feedback loop from the proposed flow and pressure monitoring equipment to be installed within the effluent water distribution system.

Work Plan

Our proposed work plan is summarized below:

1) Complete detailed designs of the upgrades, including:
   a) Pump design and selection
   b) Review piping, valves and fitting upgrades requirements.
   c) Design and select all instrumentation and controls and connecting to the existing ICP in the chlorination building. Our pricing assumes that the existing ICP has sufficient spare I/O for the pumps, or has space to add additional cards without expanding the ICP enclosure.
   d) Develop process control narrative for operation of the pumps by SCADA
   e) Electrical design for the new pumps and VFDs. It is assumed that the VFDs will be wall-mounted and fed from a breaker load in the existing MCC to avoid the long lead times for new MCC sections. The MCC is also scheduled for replacement during the future Phase 2 work, and as such, stand-alone wall mounted VFDs would be beneficial.

f) Technical Specifications and Drawings
2) Prepare an RFQ package for Maple Reinders to price and construct as part of the Phase 1 upgrades.
3) Review meeting with the City/PUC.
4) Construction support including contract administration, testing, commissioning, and inspections.
5) Post-construction updates to drawings.

Engineering Fee Estimate

Our total engineering fees based on the scope of work and work plan presented herein are **$65,300.00** excluding HST. A breakdown is summarized in the table below, with a more detailed Time-Task Matrix provided as an attachment.

Task Description	Cost ($CAD)
Project Management, Administration and Quality Control	$ 6,600
Detailed Design	$ 37,200
Construction Support	$ 18,700
IT and Comm Fee	$ 2,800
TOTAL ENGINEERING FEES	**$65,300**

Schedule

AECOM is available to commence shortly after receiving approval from the City. A schedule of major milestones has been developed and presented in the table below which includes commissioning and start-up by the end of 2021. This schedule represents a 'best-case' scenario that depends upon the timely reviews and approvals by all parties as shown. There may also be impacts to equipment delivery dates due to border restrictions as a result of COVID-19.

One option that could be reviewed to expedite this schedule is pre-purchasing the effluent pumps and motors, which could reduce the schedule by 8-10 weeks. This option can be discussed further with the City, if desired.

Milestone Task	Milestone Dates
Approval to AECOM to Proceed	April 16, 2021
Design Package submitted to SSM for Review	May 17, 2021
Review meeting with SSM (1-week review)	May 24, 2021
RFQ finalized and provided to Maple (1 week)	May 31, 2021
RFQ pricing submitted by Maple (1 week)	June 07, 2021
RFQ approval to Maple (1 week)	June 14, 2021
PO Issued to Manufacturer by Maple	June 15, 2021
Shop drawing submitted to AECOM for pumps/motors, instrumentation and VFDs (2 weeks)	June 29, 2021
Shop drawing reviewed and approved (2 weeks)	July 13, 2021
Equipment Delivery to Site (12-14 weeks)	October 12, 2021
Construction support	October – November 2021
Commissioning & Startup Pumps	November – December 2021

Capital Cost Estimate

The estimated cost for this approach, including the costs for decommissioning and removing the existing pumps, installing piping, valves and fittings, a flowmeter, pressure transducers, electrical upgrades and wiring, controls, and programming is approximately $400,000 excluding engineering fees and contingencies. The costs do not include any distribution piping upgrades or building structural and mechanical upgrades which will be completed under the planned Phase 2 West End WWTP Upgrades. A breakdown is provided in the table below.

Item Description	Cost ($CAD)
Pumps and Motors (supply only)	$ 130,000
Equipment Installation, Commissioning and Other Process Works	$ 100,000
MCC and Electrical Upgrades Including VFDs	$ 125,000
Instrumentation	$ 25,000
SCADA Integration and Programming	$ 25,000
Subtotal (Rounded)	$ 400,000
Contingency (10%)	$ 40,000
Estimating Allowance (15%)	$ 60,000
Engineering Fee Estimate	$ 65,300
TOTAL CAPITAL COST (Rounded, Excluding HST)	**$570,000**

Terms and Agreement

It is proposed that the engineering component would be procured as a scope change to the existing WEWPCP Engineering Agreement.

Closing

We would like to thank the City for the opportunity to complete this work. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,
AECOM Canada Ltd.

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The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

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:	Landfill Pump Station Preliminary Design Study

Purpose

The purpose of the report is to request bylaw approval for the associated Engineering Agreement related to a landfill pump station preliminary design study.

Background

As part of the City's landfill Environmental Assessment study, it was identified that upgrades may be required at the landfill pump station, related to both existing and future service requirements for the proposed landfill expansion. In addition, the pump station is nearing the end of its expected service life and there have been recent component failures that have impacted operations. In consultation with the City, a work plan was developed by the consulting team for preparation of a preliminary design report, conceptual design drawings, and associated cost estimate for the required upgrades.

Analysis

The recommended landfill pump station work plan includes the following proposed tasks:

1. Project initiation and review of existing information;
2. Preliminary design analysis, and;
3. Conceptual upgrades package.

The detailed work plan has been attached for the consideration of Council.

The proposed fees and single sourcing are within the staff approval level as authorized in the Purchasing By-law. AECOM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services, and purchase in the best interests of the City.

Financial Implications
When recoverable HST is removed, the City's estimated cost to complete the preliminary design study is approximately $39,933, which can be accommodated within the approved $3 million 2021 pump station capital budget.

Strategic Plan / Policy Impact
The report links to the Strategic Plan focus area of Infrastructure, and specifically maintain existing infrastructure.

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

The relevant By-law 2021-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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AECOM Imagine it. Delivered.

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Land Development and Environmental Engineered
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P6A 5X6

January 28, 2021

Proposal

Dear Catherine,

Subject: Sault Ste. Marie Landfill Pumping Station Preliminary Upgrades Study

Introduction & Background

As part of the Sault Ste. Marie landfill site Environmental Assessment study, it has been identified that the sanitary pumping station located at the landfill site may be inadequate to service the current and anticipated future flows and the facility is at or near is anticipated service life. The existing station consists of a duplex pump system operating in a duty/stand-by configuration, although both pumps have been utilized to convey flows during peak events. The influent flows to the sanitary pumping station are conveyed through a forcemain and gravity sewer from within the landfill site. The duplex pumping system discharges flows through a forcemain to a near by gravity sanitary sewer. Currently, there is no backup power available at the site to allow for a continuation of pumping during power outages. As such, the station is at risk for adverse conditions should flows exceed the station's capacity, or if power to the site is unavailable.

The City of Sault Ste. Marie is seeking a proposal to undertake a preliminary design study to review the required upgrades to this pumping station. Please accept this letter, along with the attached time task matrix, outlining our proposed scope of work, work plan, associated fees, and proposed schedule to meet the City's objectives. The following sections outline AECOM's proposed methodology and proposed scope of work based on our understanding of the Project.

Scope of Work

AECOM's proposed scope of work is summarized below:

- Capacity review of the existing pump station with due consideration for future anticipated flows.
- Capacity review of the existing forcemain.
- Identify and prepare a list of recommended upgrades to the facility.
- Review and identify necessary electrical and control upgrades.
- Evaluate and prepare conceptual design drawings.
- Summarize and evaluate standby power servicing strategy versus other risk management strategies (portable generator versus permanent unit, type of fuel, pump and truck, etc.).
- Prepare preliminary design report, conceptual drawings and Class C cost estimate.

Work Plan & Deliverables

Based on our understanding of the project, we have assembled a Time-Task-Matrix (attached). Additional information for each Task is included in subsequent sections of this Proposal.

Task 1 – Project Initiation and Review of Existing Information

Our team will review existing available records related to the Landfill Pumping Station ('SPS') to build a thorough background understanding of the site and assess project goals. AECOM will request and review existing power usage and power outage information, pumping records, and review the relevant design standards which relate to the pumping station. During the project initiation meeting, AECOM staff will confirm the project's objectives with City staff.

Deliverables & Meetings:

- Project Initiation Meeting & Meeting Notes (Draft and Final).

Task 2 – Preliminary Design Analysis

AECOM will begin a detailed assessment of existing conditions at the SPS including the forcemain. During this review, AECOM will establish the key parameters of the pumping station including current average and peak flows, anticipated future flows, forcemain capacity, electrical power considerations and the station control philosophy. We will also develop and assess contingency scenarios including power outages, forcemain and pump failures. This will include consideration of the possible addition of backup power for the facility versus pumping and trucking leachate. AECOM will summarize the findings and prepare a list of proposed upgrades for consideration by City staff in a technical memorandum. A meeting will be held with City staff to review the findings and discuss the proposed upgrades.

Deliverables associated with this Task include:

- Tech Memo #1 – Summary of Existing Conditions and Future Pump Station Requirements (Draft and Final).
- Client Review Meeting & Meeting Notes (Draft & Final).

Task 3 – Conceptual Upgrades Package

Upon completion of Task 2, AECOM will prepare a conceptual design package based on the agreed upon upgrades. The conceptual drawing package will include plan and section layout drawings to identify pump configuration and piping modification, process & instrumentation diagram, and will identify proposed electrical upgrades and standby power requirements (if needed). A Preliminary Design Report will also be included to outline the required upgrades, servicing conditions, and design considerations for the future design of the pumping station. Based on the Preliminary Design Report and conceptual layout drawings, AECOM will complete a capital cost estimate for the City's consideration which will be suitable for budgetary purposes.

Deliverables associated with this Task include:

- Preliminary Design Report (Draft & Final);
- Class 'C' Cost Estimate;
- Conceptual Pumping Station Drawing Package
    - Pump & piping layout drawing
    - P&ID
- Project Meeting #3 (Preliminary Design Report) Meeting Minutes (Draft and Final).

Project Team

AECOM has identified the following key team members to complete this Project:

- Rick Talvitie, P.Eng. – Project Director/Local Coordinator

- Mo Bagajati, P.Eng. – Project Manager
- Greg Simon, P.Eng. – Process Lead
- Neil Garnham, P.Eng. – Electrical Lead

Summary of Fees

Project fees are estimated as follows:

Task 1: Project Initiation	$ 5,900
Task 2: Preliminary Design Analysis	$11,660
Task 3: Conceptual Upgrades Package	$19,820
Information Technology & Communication Fee (5%)	$ 1,862
Total Cost:	**$39,242**

The above fees are considered an upset limit and do not include H.S.T.

Project Schedule

Upon acceptance of this Proposal, AECOM can immediately begin working on this Project. A draft schedule has been prepared for the City's review and comment.

Item / Task	Completion Date
Project Meeting #1 (Project Initiation Meeting)	February 19, 2021
Technical Memo #1 - Summary of Existing Conditions and Future Pump Station Requirements	March 17, 2021
Project Meeting #2	March 24, 2021
Preliminary Design Report & Conceptual Design Package (Draft)	April 28, 2021
Project Meeting #3 (Discussion of Preliminary Design Report)	May 5, 2021
Preliminary Design Report & Conceptual Design Package (Final)	May 12, 2021

Closing

We thank you for the opportunity to submit this proposal and look forward to working with the City on this important project. Should you have any comments or questions about the proposed work plan, fee estimate, or schedule, please do not hesitate to reach out to the undersigned.

Sincerely,
AECOM Canada Ltd.

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Project Manager, Wastewater Group Leader
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Rick Talvitie, P.Eng.
Manager, Northern Ontario
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Attachments: Time Task Matrix

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

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:	Sludge Mixing Upgrades

Purpose

The purpose of the report is to request bylaw approval for the associated Engineering Agreement related to sludge mixing upgrades at the East End Sewage Treatment Plant.

Background

Through discussions with operations staff and as part of the ongoing asset management process, required upgrades to the existing fermented sludge system at the East End Sewage Treatment Plant have been identified. Subsequent to identification of the operational issue, a technical memorandum was prepared to further assess the mixing issue, and identify potential solutions. As a result of the analysis, installation of a centrifugal style mechanical mixer in each tank was recommended.

Analysis

Operations staff have identified current sludge mixing challenges at the East End Sewage Treatment Plant. Through discussions with the consulting team that prepared the technical memorandum analyzing the operational issue, a proposed work plan was developed for consideration. The information has been attached for the consideration of Council.

The proposed fees and single sourcing are within the staff approval level as authorized in the Purchasing By-law. AECOM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services, and purchase in the best interests of the City.

Financial Implications

When recoverable HST is removed, the City's estimated costs to complete this project including engineering is approximately $655,000. Costs will be further delineated once design and tendering of the project is complete. The estimated engineering fee for the design and contract administration is approximately

$71,995 excluding HST. The total estimated project cost can be accommodated within the $3 million approved in previous capital budgets.

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

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

The relevant By-law 2021-170 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

AECOM Canada Ltd.
410 – 250 York Street, Citi Plaza
London, ON N6A 6K2
Canada

T: 519 673 0510
F: 519 673 5975
www.aecom.com

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

February 8, 2021

Proposal

Dear Catherine,

Subject: Sault Ste. Marie East End WPCP – Sludge Mixing Upgrades

Introduction & Background

The City of Sault Ste. Marie has requested a proposal from AECOM Canada Limited (AECOM) to undertake the design and construction administration services for the retrofit of the existing fermented sludge system at the East End Waste Pollution Control Plant (EEWPCP). AECOM has the background information on this assignment, and previously completed a technical memorandum titled “Sault Ste. Marie East End WWTP – Sludge Mixing Review”, dated March 4, 2020. In this memorandum, AECOM evaluated the various options for mixing the fermented sludge holding tanks, and ultimately recommended the installation of a centrifugal style mechanical mixer in each of the tanks. The following sections outline our proposed scope of work, work plan, and fee estimate to complete the detailed design and construction administration services for this assignment.

Scope of Work

AECOM’s proposed scope of work is summarized below:

- Undertake preliminary and detailed design package for review by City and Operations staff, including:
  - Developing performance specifications for the mixers;
  - Co-ordinating sample collections and site visits with the PUC/City;
  - Detailed design drawings for the mixing system in each tank;
  - Undertaking a geotechnical investigation for new foundations;
  - Relocation of the existing air handling unit;
  - Relocation of the existing shed;
  - Reviewing and designing structural modifications to the tank covers and internal supports, as required.
  - Reviewing and designing electrical and controls modifications to the system, as required.
- Review workshops (2) with City and operations staff.
- Tender period assistance.
- Construction administration and periodic site inspections. Part-time site inspection was estimated at 6 half-day trips to the site for various inspections to inspect the installations, start-up, and commissioning.

Work Plan & Milestones

Based on our understanding of the project, we have assembled a Time-Task-Matrix (attached) which outlines our tasks, proposed team members, and overall fee structure. The proposed schedule is based on a project start of March 1, 2021 and is heavily dependant on the completion of the geotechnical investigation. The geotechnical investigation is anticipated to be done in late spring depending on ground conditions. Should this

investigation be completed sooner, it will allow for an earlier design completion date. The proposed schedule is as follows:

Proposed Schedule

Project Initiation	March 1, 2021
Preliminary Design Package	April 13, 2021
Geotechnical Investigation	Late April/Early May (Ground Condition Dependant)
Detailed Design Package	June 10, 2021
Tendering	June/July 2021
Construction Administration & Inspection	July – November 2021
Start-up and Commissioning	Fall 2021
Project Completion	Fall 2021

Summary of Fees

Project fees are estimated as follows:

Task 1: Project Management, Administration and QA	$ 3,808.00
Task 2: Preliminary Design & Geotechnical Investigation	$31,025.00
Task 3: Detailed Design	$17,354.00
Task 4: Construction Support	$16,380.00
Information Technology & Communication Fee (5%)	$ 3,428.00
Total Cost:	**$71,995.00**

The above fees are considered an upset limit and do not include H.S.T.

Closing

We thank you for the opportunity to submit this proposal and look forward to working with the City on this important project. Should you have any comments or questions about the proposed work plan, fee estimate, or schedule, please do not hesitate to reach out to the undersigned.

Sincerely,
AECOM Canada Ltd.

Muhannad Bagajati, P.Eng.
Project Manager, Wastewater Group Leader
m.bagajati@aecom.com

Rick Talvitie, P.Eng.
Manager, Northern Ontario
rick.talvitie@aecom.com

Attachments: Time Task Matrix

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Andy Starzomski, Manager of Traffic and Communications
DEPARTMENT:	Public Works and Engineering Services
RE:	Drive In Road Parking Prohibition

Purpose

The Traffic Division of Publics Works and Engineering Services received a request from local business owners to review safety issues related to parking concerns on Drive In Road.

Background

Due to a change in some of the business activity on Drive In Road and resulting parking that is taking place along the roadway, a number of local business owners had safety concerns.

Analysis

Traffic Division staff undertook a review of the parking situation on Drive In Road over a period of time. The results indicated that current parking activities along this street are creating safety issues entering and exiting the relevant properties. There are also safety issues with congestion on the roadway forcing vehicles into oncoming traffic during periods of heavy traffic.

Financial Implications

The addition of Parking Prohibition signs on Drive In Road fall under the Traffic Division Operating supplies budget as part of regular maintenance.

Strategic Plan / Policy Impact

This maintenance work would fall under the Asset management, Maintaining existing infrastructure and New infrastructure of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report dated August 9, 2021 concerning Parking Prohibition on Drive In Road be accepted and that the Legal Department draft the addition to the Parking Prohibition bylaw 77-200 Schedule “A” Parking Prohibited.

Street	Side	From	To	Prohibited
Drive In Road	North & South	Great Northern Road	Industrial Park Crescent	Anytime

Respectfully submitted,

Andy Starzomski
Manager of Traffic and Communications
705.574-1074
al.starzomski@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Jeffrey King, Solicitor/Prosecutor**
DEPARTMENT:	**Legal Department**
RE:	**Licence to Occupy City Property Agreement between the City and Kevin Belsito - 363 Wellington Street West**

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Agreement") between the City and Kevin Belsito (the "Tenant") to permit the Tenant to continue utilizing a portion of City lands located at 363 Wellington Street West (the "City Property") for the purpose of additional parking.

BACKGROUND

On August 13, 2018, City Council passed By-law 2018-178 which authorized the execution of a Licence to Occupy City Property Agreement between the City and Kevin Belsito for the use of a portion of City Property being part of PIN 31572-0242 located at 363 Wellington Street West (the "Licenced Area") for a period of three (3) years commencing September 1, 2018 and ending on September 1, 2021. The parking is accessory to a multi-residential building owned by the Tenant.

ANALYSIS

The Agreement grants the Tenant the right to occupy the Licenced Area for the additional parking for a term of three (3) years commencing September 1, 2021 (the "Term") and ending on September 1, 2024 with rent at an annual rate of five hundred ($500.00). The Licenced Area is a small section of boulevard that has been improved in the past and is maintained at the cost of the Tenant for the intended use only. The rent provided to the City by the Tenant represents reasonable consideration for the size and application of occupied area.

The Agreement confirms that the Tenant may only use the Licenced Area for additional parking and for no other purpose.

The Agreement requires the Tenant to maintain insurance over the City Property in an amount not less than Five Million ($5,000,000.00) Dollars and name the City as an “Additional Insured” to same. This insurance proviso is supported by indemnity language to safeguard the City from any additional liability by way of the Tenant’s use of the Licensed Area.

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

STRATEGIC PLAN / POLICY IMPACT
Not applicable.

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

By-law 2021-157 which authorizes the execution of a Licence to Occupy City Property Agreement between the City and Kevin Belsito appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Jeffrey King
Solicitor/Prosecutor
j.king3@cityssm.on.ca

JK/lv

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\363 Wellington W Belsito Licence to Occupy.docx

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Jeffrey King, Solicitor/Prosecutor
DEPARTMENT:	Legal Department
RE:	Deeming By-law – Dave Brown Subdivision, Plan 1703 (Tammy Stafford & William Brown 731 & 735 Lennox Avenue)

Purpose

The purpose of this report is to bring to Council a request received from Tammy Stafford and William Brown, the owners of PIN 31570-0239 (LT) FIRSTLY: PART LOT 258 PLAN 1703 KORAH AS IN T356605; SECONDLY: PART LANE PLAN 1703 KORAH CLOSED BY T273319 PART 7, 1R6634; SUBJECT TO AN EASEMENT AS IN T273529; CITY OF SAULT STE. MARIE (civic 731 Lennox Avenue) and PIN 31570-0171 (LT) LT 257 PL 1703 KORAH; PT LANE PL 1703 KORAH CLOSED BY T273319, PT 6 1R6634; S/T T273529, T275363E; SAULT STE. MARIE (civic 735 Lennox Avenue).

Attachment

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

Background

Tammy Stafford and William Brown, the owners of PIN 31570-0239 (LT) FIRSTLY: PART LOT 258 PLAN 1703 KORAH AS IN T356605; SECONDLY: PART LANE PLAN 1703 KORAH CLOSED BY T273319 PART 7, 1R6634; SUBJECT TO AN EASEMENT AS IN T273529; CITY OF SAULT STE. MARIE (civic 731 Lennox Avenue) and PIN 31570-0171 (LT) LT 257 PL 1703 KORAH; PT LANE PL 1703 KORAH CLOSED BY T273319, PT 6 1R6634; S/T T273529, T275363E; SAULT STE. MARIE (civic 735 Lennox Avenue) have requested that the City pass a Deeming By-law under Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

Analysis

The request has been circulated to Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom

have an objection to the request that a Deeming By-law be passed in respect of these properties.

Financial Implications
Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact
Not applicable.

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

Resolved that By-law 2021-142 which has the effects of deeming PIN 31570-0239 (LT) FIRSTLY: PART LOT 258 PLAN 1703 KORAH AS IN T356605; SECONDLY: PART LANE PLAN 1703 KORAH CLOSED BY T273319 PART 7, 1R6634; SUBJECT TO AN EASEMENT AS IN T273529; CITY OF SAULT STE. MARIE (civic 731 Lennox Avenue) and PIN 31570-0171 (LT) LT 257 PL 1703 KORAH; PT LANE PL 1703 KORAH CLOSED BY T273319, PT 6 1R6634; S/T T273529, T275363E; SAULT STE. MARIE (civic 735 Lennox Avenue), Dave Brown Subdivision as no longer part of a plan of subdivision be recommended for approval. By-law 2021-142 appears elsewhere on the agenda.

Respectfully submitted,

Jeffrey King
Solicitor/Prosecutor
705.759.2662
j.king3@cityssm.on.ca

JK/tj
Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\731 & 735 Lennox Avenue Deeming OPEN.docx

Schedule “A”


768
760
747
781
Subject Property
756
746
742
743
740
738
739
738
730
731
734
727
278
Shafer Avenue
Bainbridge Street
Lennox Avenue
720
719
714
715
714
710
711

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor
DEPARTMENT:	Legal Department
RE:	Deeming By-law – Hughes "B" Subdivision, Plan 5884 (Sault Ste. Marie Housing Corporation, 540 Albert Street East, 165 & 177 Brock Street)

Purpose

The purpose of this report is to bring to Council a request received from Steven Shoemaker, the Solicitor for the owner of PIN 31542-0155 (LT) LT 1-8 PL 5884 ST. MARY'S; PT LANE PL 5884 ST. MARY'S PT 1 1R9748 CLOSED BY RY160; PT LT 45 PL 5884 ST. MARY'S PT 2 1R9748; SAULT STE. MARIE (civic 540 Albert Street East), PIN 31542-0154 (LT) LT 41-44 PL 5884 ST. MARY'S; PT LANE PL 5884 ST. MARY'S PT 1 1R4598 CLOSED BY T216929; S/T & T/W T304357; S/T T219231, T219232; SAULT STE. MARIE (civic 165 Brock Street) and PIN 31542-0153 (LT) LT 39-40 PL 5884 ST. MARY'S; SAULT STE. MARIE, (civic 177 Brock Street) all collectively referred to herein as the "Subject Properties".

ATTACHMENT

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

Background

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

Analysis

The request has been circulated to Don McConnell, Planning Director, Freddie Pozzebon, Chief Building Official, Maggie McAuley, Municipal Services Engineer and Michelle Kelly, Secretary-Treasurer, Committee of Adjustment, none of whom have an objection to the request that a Deeming By-law be passed in respect of the Subject Properties.

Financial Implications
Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact
Not applicable.

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

Resolved that By-law 2021-154 which has the effect of deeming LT 1-8 PL 5884 ST. MARY’S; PT LANE PL 5884 ST. MARY’S PT 1 1R9748; PT LT 45 PL 5884 ST. MARY’S PT 2 1R9748; SAULT STE. MARIE, LT 41-44 PL 5884 ST. MARY’S; PT LANE PL 5884 ST. MARY’S PT 1 1R4598; SAULT STE. MARIE, and LT 39-40 PL 5884 ST. MARY’S; SAULT STE. MARIE, Hughes “B” Subdivision as no longer being part of a plan of subdivision be recommended for approval. By-law 2021-154 appears elsewhere on the agenda.

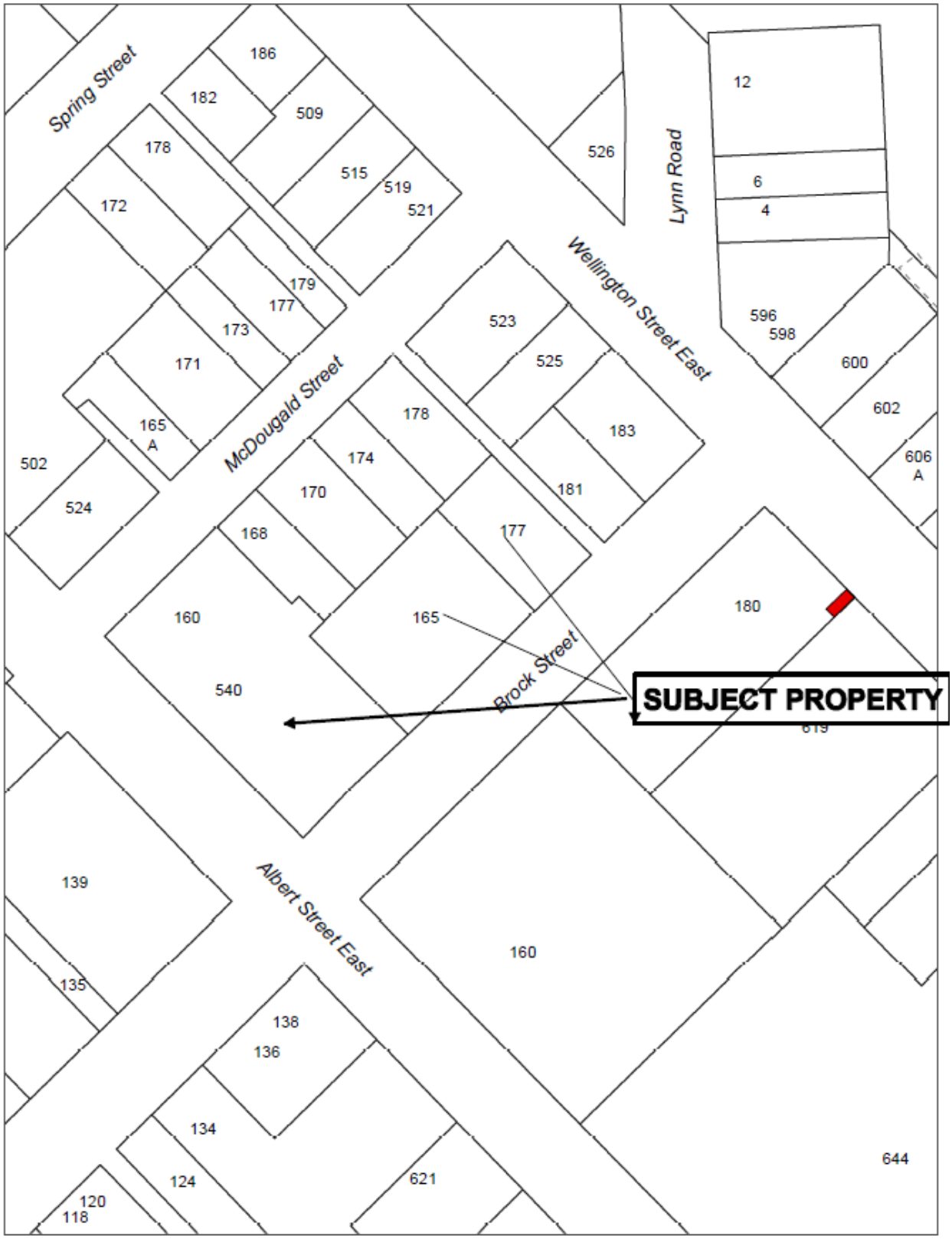
Respectfully submitted,

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

MBS/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\540 Albert Street East 165 & 175 Brock Street Deeming OPEN.pdf.docx

Schedule “A”


Spring Street
186
182
509
178
515
519
521
172
526
Lynn Road
12
6
4
Wellington Street East
179
177
173
523
596
598
600
602
606
A
171
525
183
McDougald Street
178
165
A
174
502
170
181
524
168
177
160
165
180
Brock Street
SUBJECT PROPERTY
540
619
139
Albert Street East
160
135
138
136
134
644
124
621
120
118

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Partial Acquisition 1001 Third Line East and 1120 Third Line East (Third Line Reconstruction Project)

Purpose

The purpose of this report is to seek approval from Council to purchase a portion of property at 1001 Third Line East being part of PIN 31511-0020 (LT) Part Lot 25 RCP H 731 Tarentorus; being part 1 1R13753; Sault Ste. Marie and a portion of property at 1120 Third Line East being part of PIN 31506-0047 (LT) Part Lot 35 H736 Tarentorus being Part 1 1R13752; Sault Ste. Marie.

SCHEDULE “A” AND “B”

Attached as Schedule “A” is a copy of a reference plan setting out the portion of property required from Kirk William Zufelt and Jennifer Lynn Zufelt, the owners of 1001 Third Line East.

Attached as Schedule “B” is a copy of a reference plan setting out the portion of property required from Robbin Christie Rancier, the owner of 1120 Third Line East.

Background

At the September 28, 2020 meeting, Council accepted as information the 2021 Capital Transportation Program, which includes the reconstruction of Third Line in 2021. During the design phase of the project, it was determined that the acquisition of the Subject Properties is required to accommodate the necessary widening of Third Line. The dimensions and particulars of the Subject Properties are set out on Schedules A and B to this Report.

At the Closed Session meeting held on March 29, 2021, Council gave direction to pursue the acquisition of the Subject Properties at a total cost not to exceed $50,000.00. An appraisal and reference plan for each property was completed and negotiations with the property owners have occurred.

Analysis

The Legal Department has negotiated the acquisition of a portion of 1001 Third Line East for the sum of $7,100.00. Further, the Legal Department has negotiated the acquisition of a portion of 1120 Third Line East for the sum of $4,000.00. To date, the total cost for the property purchases, including the costs for the appraisals

and reference plans is $14,690.00. Therefore the total costs to acquire the Subject Properties, including costs to date and anticipated future costs, are well within the budget provided by Council.

Financial Implications
The acquisition of the Subject Properties would be funded from the allocation for the 2021 Capital Road Construction budget for Third Line.

Strategic Plan / Policy Impact
Not applicable.

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

a) authorize the acquisition of part of 1001 Third Line East being part of PIN 31511-0020 (LT) Part Lot 25 RCP H731 Tarentorus; being part 1 1R13753; Sault Ste. Marie from Kirk William Zufelt and Jennifer Lynn Zufelt for the amount of $7,100.00.

   By-law 2021-162 authorizing same appears elsewhere on the Agenda and is recommended for approval; and

b) authorize the acquisition of a portion of property at 1120 Third Line East being part of PIN 31506-0047 (LT) Part Lot 35 H736 Tarentorus; being part 1 1R13752; Sault Ste. Marie from Robbin Christie Rancier for the amount of $4,000.00.

   By-law 2021-163 authorizing same appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/
Senior Litigation Counsel
705.759-5403
m.borowiczsibenik@cityssm.on.ca

MBS/tj
Enclosures
\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\1001 Third Line E and 1120 Third Line E Property Acquisitions OPEN.docx

Schedule "A"

PLAN OF SURVEY OF

PART OF LOT 25
REGISTRAR'S COMPILED PLAN H–731

TOWNSHIP OF TARENTORUS

NOW IN THE

CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 500

10 0 15 25

METRES

D.S. Urso Surveying Ltd.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE

D.S. URSO – ONTARIO LAND SURVEYOR

PLAN 1R–

RECEIVED AND DEPOSITED

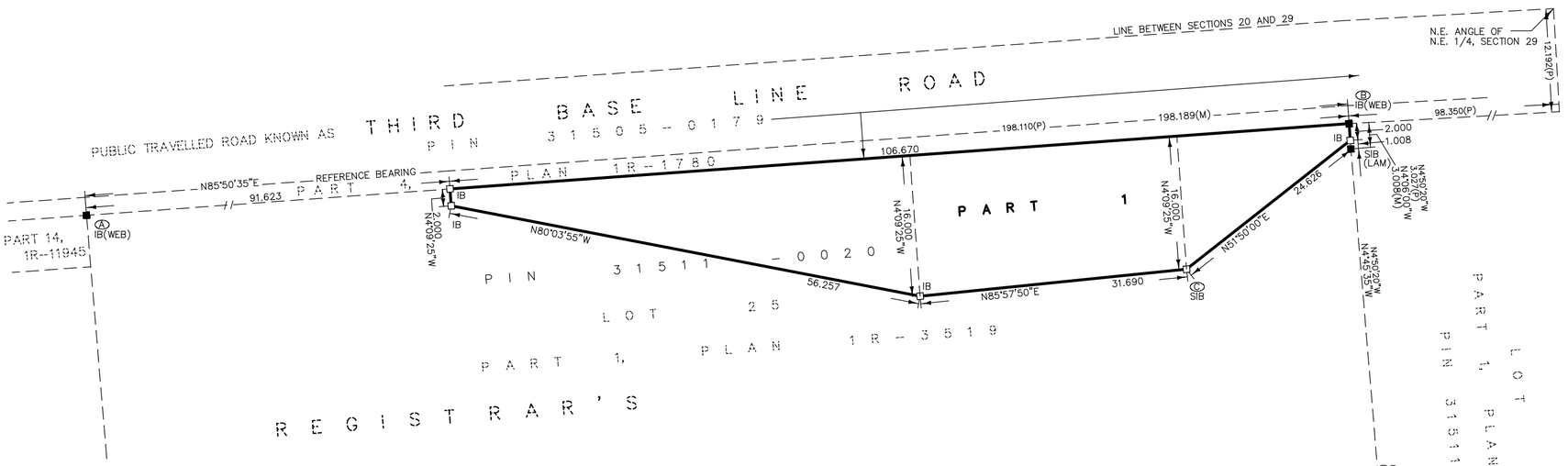
DATE

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ALGOMA (No. 1)

SCHEDULE

PART	LOT	PLAN	HECTARES	PIN
1	PART OF 25	REGISTRAR'S COMPILED PLAN H–731	0.120	PART OF 31511–0020

PART 1 COMPRISES PART OF PIN 31511–0020



LEGEND

■	DENOTES	FOUND EVIDENCE
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R–11473
S	DENOTES	SET
WIT	DENOTES	WITNESS
WEB	DENOTES	W.E. BOLAN, O.L.S.
LAM	DENOTES	L.A. MILLER, O.L.S.
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER
–//–	DENOTES	NOT TO SCALE

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM REAL TIME KINETIC OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N85°50'35"E AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON MARCH 30, 2021.

April 8, 2021
SAULT STE. MARIE, ONTARIO

D.S. URSO
ONTARIO LAND SURVEYOR

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N85°50'35"E UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5159057.590	706763.585
ORP B	5159071.956	706.961.252
ORP C	5159054.744	706942.036

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.999975.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 1°54'40" COUNTER CLOCKWISE WAS APPLIED TO PLAN 'P' TO CONVERT TO GRID BEARINGS.

D.S. Urso Surveying Ltd.
Ontario Land Surveyors ♦ Canada Land Surveyors
Planning Consultants
10 KING ST.
SAULT STE. MARIE ONT, P6A 2T1
TEL: (705) 254–7851
FAX: (705) 254–5571

DRAWN: KF	FIELD:	FILE No:
CHECKED: DSU	MI / LL	U–11750

Schedule "B"

PLAN OF SURVEY OF

PART OF LOT 35
REGISTRAR'S COMPILED PLAN H–736

TOWNSHIP OF TARENTORUS

NOW IN THE

CITY OF SAULT STE. MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 750

15 0 15 40

METRES

D.S. Urso Surveying Ltd.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE

D.S. URSO – ONTARIO LAND SURVEYOR

PLAN 1R–

RECEIVED AND DEPOSITED

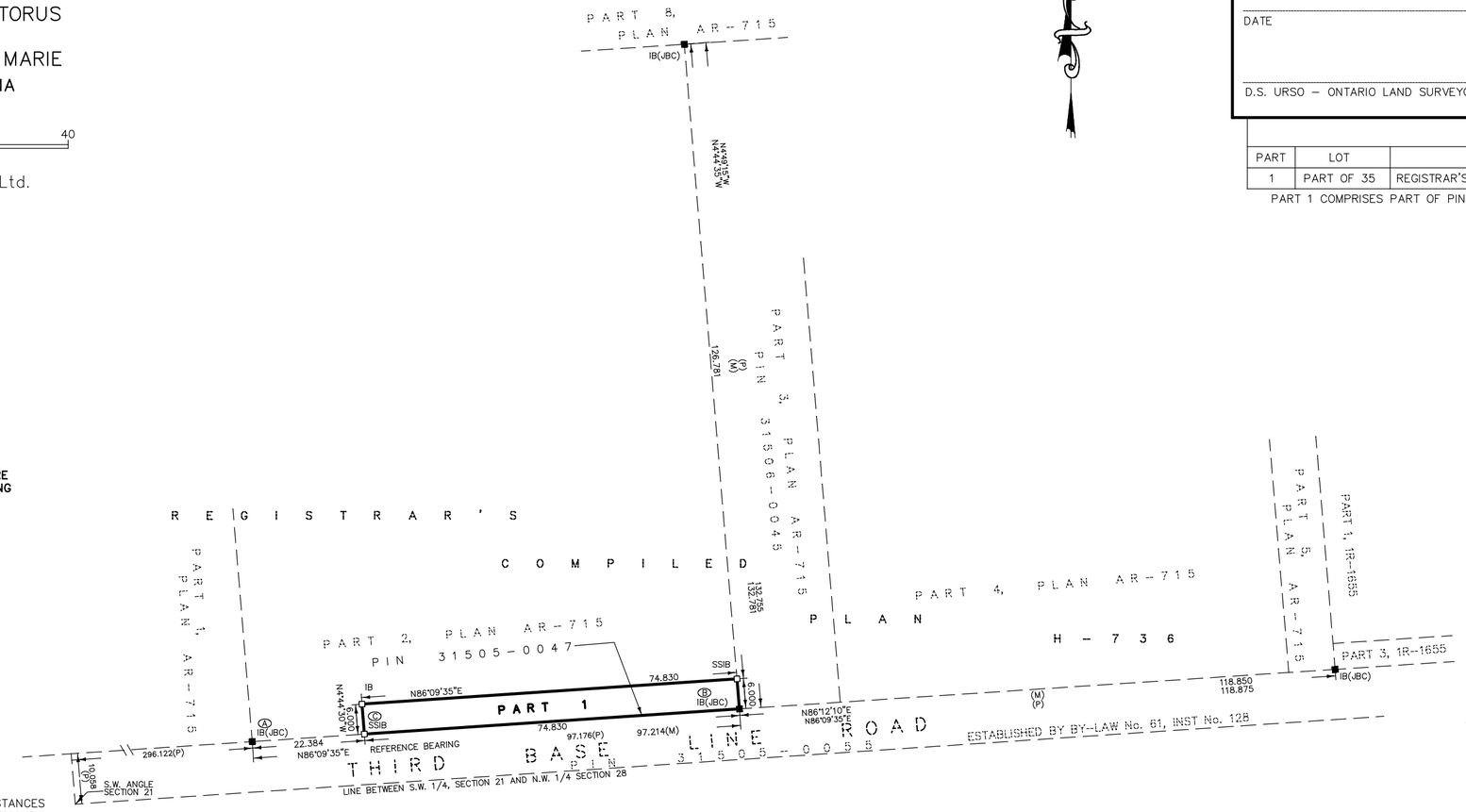
DATE

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ALGOMA (No. 1)

SCHEDULE

PART	LOT	PLAN	Sq.m.	PIN
1	PART OF 35	REGISTRAR'S COMPILED PLAN H–736	448.98	PART OF 31506–0047

PART 1 COMPRISES PART OF PIN 31506–0047



LEGEND

■	DENOTES	FOUND EVIDENCE
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN AR–715
S	DENOTES	SET
WIT	DENOTES	WITNESS
JBC	DENOTES	J.B. CHAMBERS, O.L.S.
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER

METRIC NOTE

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM REAL TIME KINETIC OBSERVATIONS USING MONUMENTS 'A' AND 'B' HAVING A BEARING OF N86°09'35"E UTM ZONE 16 NAD 83 (CSRS)(2010.0) COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

POINT ID	NORTHING	EASTING
ORP A	5159124.052	707353.026
ORP B	5159130.562	707450.022
ORP C	5159125.551	707375.360

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCALE FACTOR NOTE

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.999916.

ROTATION NOTE

FOR BEARING COMPARISONS, A ROTATION OF 1°59'15" COUNTER CLOCKWISE WAS APPLIED TO DEPOSITED PLAN AR–715 TO CONVERT TO GRID BEARINGS.

BEARING NOTE

BEARINGS ARE UTM GRID DERIVED FROM PRECISE POINT POSITIONING (PPP) SERVICE DUAL FREQUENCY STATIC GPS OBSERVATIONS ON MONUMENTS 'A' AND 'B', SHOWN HEREON, HAVING A BEARING OF N86°09'35"E AND ARE REFERRED TO THE CENTRAL MERIDIAN 87° WEST LONGITUDE OF UTM ZONE 16 NAD 83 (CSRS)(2010.0).

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON MARCH 30, 2021.

April 8, 2021
SAULT STE. MARIE, ONTARIO

D.S. URSO
ONTARIO LAND SURVEYOR

D.S. Urso Surveying Ltd.
Ontario Land Surveyors ♦ Canada Land Surveyors
Planning Consultants
10 KING ST. SAULT STE. MARIE ONT, P6A 2T1
TEL: (705) 254–7851
FAX: (705) 254–5571

DRAWN: KF	FIELD:	FILE No:
CHECKED: DSU	GMc	U–11751

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Property Declared Surplus & Sale – Part 148 Dacey Road (Rear)

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31486-0106 (LT) PT LT 37 RCP H708 RANKIN LOCATION PT 6 1R6086; SAULT STE. MARIE, being part civic 148 Dacey Road (rear) be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

ATTACHMENT

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

Background

The Legal Department sold part 148 Dacey Road (being PIN 31485-0105 (LT) PT LT 37 RCP H708 RANK LOCATION AS IN T306423; SAULT STE. MARIE) to the Sault Ste. Marie Housing Corporation on May 19, 2021 (the "Transferred Property"). Subsequently, it was determined that the Sault Ste. Marie Housing Corporation also required PIN 31486-0106 (LT) PT LT 37 RCP H708 RANKIN LOCATION PT 6 1R6086; SAULT STE. MARIE (the "Subject Property") for access to the property that was just purchased. This request was circulated to various City Departments, the SSMRCA and the DSSMSSAB.

Planning advises that when the Transferred Property was circulated for comments previously, Planning considered it to be a single large L-shaped property with frontage on Dacey Road. That is not the case. Planning recommends the smaller front portion also be transferred to the SSM Housing Corporation and the two properties merged to facilitate future development. Without the smaller portion, the Transferred Property will have no access to a municipal road or servicing. While the Subject Property could be sold for the construction of a single residence, it would make the Transferred Property unusable. The Subject Property is not large enough to accommodate access, servicing and a building. As such, Planning recommends the Subject Property also be transferred to complete

the intention of the large L-shaped property being transferred to the SSM Housing Corporation.

Engineering agrees with Planning's comments. Further, Engineering advises that the Transferred Property requires the Subject Property to extend their services to Dacey Road. In fact, there are existing storm, sanitary and water stubs on Dacey Road that were installed for this reason.

Public Works has no comments or issues with the request.

The Building Department advises that the Subject Property is zoned R2 (Single Detached Residential) and does not have any complaints or open building permits. It is not a Brownfield site and there are no easements on the property. The Subject Property is designated under Development Control. This matter must be finalized in co-operation with the City Planning Division and the Engineering Division before a permit can be issued.

SSMRCA notes that this area is not located within an area under the jurisdiction of the Conservation Authority. SSMRCA has no objections to the request.

CD&ES has no issues or concerns.

Analysis
If Council declares the property surplus, the property will be the advertised once in the Sault Star and also appear on the City's web page with the notation that it will be sold to Sault Ste. Marie Housing Corporation.

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

Strategic Plan / Policy Impact
Not applicable.

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

Authorize that the City owned property described as PIN 31486-0106 (LT) PT LT 37 RCP H708 RANKIN LOCATION PT 6 1R6086; SAULT STE. MARIE, being part civic 148 Dacey Road (rear) be declared as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land, to the abutting owner, specifically Sault Ste. Marie Housing Corporation for the amount of One ($1.00) Dollar.

By-law 2021-156 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

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

MBS/tj
Enclosure

\\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2021\148 Dacey Road (Rear)(Part) Declare Surplus and Sale OPEN.docx

Schedule “A”


CONDO BLOCK 31823
ALGOMA VACANT LAND
CONDOMINIUM PLAN 23
1R13468
N
REGISTRAR'S COMPILED PLAN H-708
Subject Property
DACEY ROAD
QUEEN STREET EAST
QUEEN STREET
HARDWOOD STREET
SOFTWOOD DRIVE
CHAMPAGNE DRIVE
REG PLAN 1M-479
BLOCK 55
31485
31486
31487
31492
ServiceOntario
PRINTED ON 17 MAR, 2021 AT 13:48:35
FOR VJJOHNSON
SCALE
0 30 60 90
meters
PROPERTY INDEX MAP
ALGOMA(No. 01)
LEGEND
FREEHOLD PROPERTY
LEASEHOLD PROPERTY
LIMITED INTEREST PROPERTY
CONDOMINIUM PROPERTY
RETIRED PIN (MAP UPDATE PENDING)
PROPERTY NUMBER 0449
BLOCK NUMBER 08050
GEOGRAPHIC FABRIC
EASEMENT
THIS IS NOT A PLAN OF SURVEY
NOTES
REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS ARE SHOWN
REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED
Ontario

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Sale Property on Yates Avenue (Ellsin Environmental Ltd.)

Purpose

The purpose of this report is to recommend to Council that the property on Yates Avenue described as PART PIN 31609-0384 (LT) PART SECTION 34; PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land to Ellsin Environmental Ltd. ("Ellsin") for the sum of $51,583.00.

Schedule

Attached as Schedule "A" is a copy of Registered Plan 1R-13791, wherein Part 1 on Plan 1R-13791 denotes the lands to be sold to Ellsin (the "Subject Property"). The total acreage of the Subject Property is 0.835 hectares or 2.06 acres.

Background

The City owns land on Yates Avenue, which was developed for an industrial park (with the support of NOHFC) and is being marketed to assist with business growth and attraction. Since 2000, the City has marketed the property and a number of previous agreements have been reached for portions of this land. The land has been sold for $25,000 per acre in an effort to attract and support business expansion. At the Council meeting held on July 12, 2021, Council directed that the price per acre for property at Leigh's Bay Road and Yates Industrial Park be increased to $50,000, except for any property negotiations already underway.

Negotiations regarding the Subject Property were already underway. At the Closed Session held on May 31, 2021, City Council directed City Staff to negotiate the sale of a portion of lands comprising the Subject Property. Thereafter, Ellsin expressed interest in expanding their request for property as set out in Schedule "A". At the Closed Session held on June 28, 2021, City Council directed City Staff to finalize negotiations for the sale of the Subject Property to Ellsin at a price of $25,000 per acre. A Reference Plan was then prepared to denote the Subject Property.

Analysis

The request to declare the Subject Property surplus and offer same for sale to Ellsin was circulated to various City Departments, the Sault Ste. Marie Region Conservation Authority and the District of Sault Ste. Marie Social Services Administration Board for comment.

Community Development & Enterprise Services advises that Ellsin is making good progress and desires to expand their operations. CDES has no comments or objections and advises that the Subject Property shall be sold as an unserviced property. Ellsin would be responsible for the costs associated with servicing the Subject Property.

Engineering and PW confirm that the property is not serviced. PUC water costs are also applicable.

Planning supports the request and notes that the Subject Property was acquired to permit industrial development. When the Subject Property was zoned, a 100 foot buffer adjacent to Wallace Terrace was created to provide separation between Yates Avenue industrial development and the residential area to the north. The buffer is zoned Parks and Recreation and should be retained by the City. There is also a drainage course that runs from the south side of Wallace Terrace to the flood control channel on the west side of Bayview Neighbourhood. This property is zoned Environmental Management and should be retained.

Building notes that the property is zoned M3 (Heavy Industrial Zone) and is subject to Development Control and the SSMRCA. Building confirms that the property does abut the Parks and Recreation Zone to the north of the site parallel to Wallace Terrace. If any development occurs in this area, Ellsi would be required to comply with permitted uses and building regulations. Further, Building notes that this is a Brownfield site. There is a PUC easement running north/south within the property near the turnaround and any new access points would require applications for culvert permits.

The Sault Ste. Marie Region Conservation Authority advised that the Subject Property is located within an area under the jurisdiction of the SSMRCA. A natural creek bed of the Bennett Creek cuts across the eastern half of the property. Any development on the remainder of the property would require a site plan review by SSMRCA and may require a SSMRCA permit.

Staff are supportive of the sale of this property to Ellsin. As with other properties sold on Yates Avenue, a provision will be included in the agreement that purchasers must undertake to construct a building of a minimum of 2,000 square feet within one year of purchase of the property; if Ellsin fails to build, the City may take back the property.

Financial Implications
The sale price for the Subject Property is $51,583.00. The net proceeds after the loan payment to NOHFC will be placed in the Property Purchase Reserve Fund and can be used for future property development. It is also expected that there will be tax revenue generated from the new building constructed.

Strategic Plan / Policy Impact
Not applicable

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

Authorize that the City owned property described as PART PIN 31609-0384 (LT) PART SECTION 34; PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE be declared surplus to the City's needs and to authorize the disposition of the said property to Ellsin Environmental Ltd. for the amount of Fifty-One Thousand Five Hundred and Eighty Three ($51,583.00) Dollars.

By-law 2021-155 authorizing the sale appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,

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

MBS/da

PLAN OF SURVEY
OF PART OF SECTION 34
GEOGRAPHIC TOWNSHIP OF KORAH
CITY OF SAULT STE MARIE
DISTRICT OF ALGOMA

TULLOCH GEOMATICS INC.
2021

5m 0 5 30m

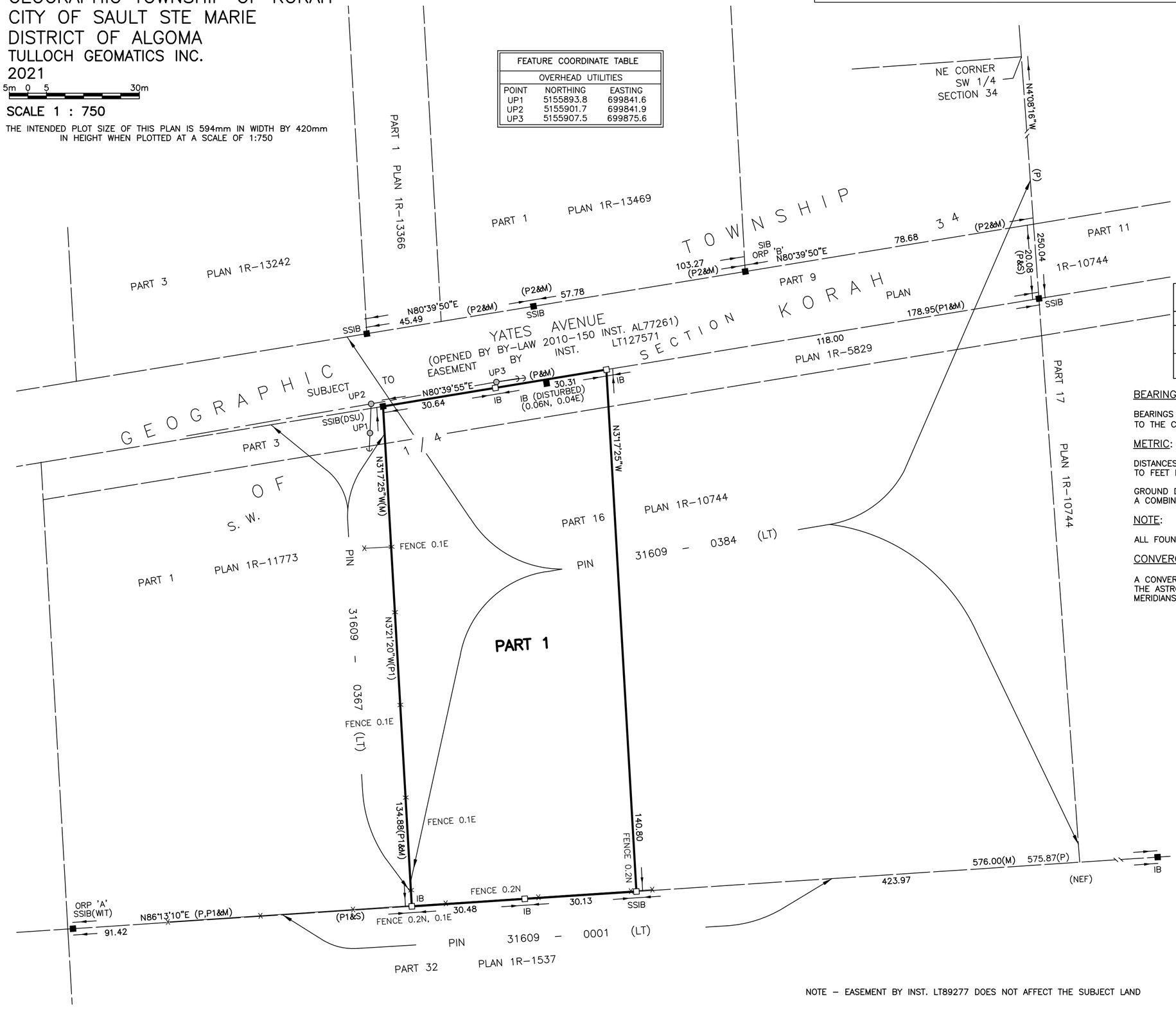
SCALE 1 : 750

THE INTENDED PLOT SIZE OF THIS PLAN IS 594mm IN WIDTH BY 420mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:750

SCHEDULE "A"

SCHEDULE			
PART	SECTION	PIN	AREA
1	PART OF SECTION 34	PART OF PIN 31609–0384 (LT)	0.835 ha.
GEOGRAPHIC TOWNSHIP OF KORAH			

FEATURE COORDINATE TABLE		
OVERHEAD UTILITIES		
POINT	NORTHING	EASTING
UP1	5155893.8	699841.6
UP2	5155901.7	699841.9
UP3	5155907.5	699875.6



NOTE – EASEMENT BY INST. LT89277 DOES NOT AFFECT THE SUBJECT LAND

PLAN 1R-13791

Received and deposited

July 16th, 2021

Christopher Holloway

Representative for the Land Registrar for the Land Titles Division of Algoma (No.1)

OBSERVED REFERENCE POINTS (ORPs) ARE UTM ZONE 16, NAD83 (CSRS) (1997) AND ARE TO URBAN ACCURACY AS PER SEC. 14(2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
ORP 'A'	5155760.28	699761.60
ORP 'B'	5155937.32	699942.64
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

BEARING NOTE:

BEARINGS ARE UTM GRID, DERIVED BY REAL TIME KINEMATIC OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 16 (87° WEST LONGITUDE).

METRIC:

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 1.00001879.

NOTE:

ALL FOUND MONUMENTS ARE MARKED 1604 UNLSS NOTED OTHERWISE.

CONVERGENCE NOTE:

A CONVERGENCE (ROTATION) FACTOR OF 1°52'10" COUNTER CLOCKWISE HAS BEEN APPLIED TO THE ASTRONOMIC BEARINGS OF UNDERLYING PLANS TO ACCOUNT FOR DIFFERENT REFERENCE MERIDIANS.

LEGEND:

■	DENOTES FOUND MONUMENT
□	DENOTES PLANTED MONUMENT
SIB	DENOTES STANDARD IRON BAR 0.025 x 0.025 x 1.22
SSIB	DENOTES SHORT STANDARD IRON BAR 0.025 x 0.025 x 0.61
IB	DENOTES IRON BAR
S	DENOTES SET
M	DENOTES MEASURED
NEF	DENOTES NO EVIDENCE FOUND
P	DENOTES PLAN 1R-10744
P1	DENOTES PLAN 1R-11773
P2	DENOTES PLAN 1R-13469
ORP	DENOTES OBSERVED REFERENCE POINT
1604	DENOTES TULLOCH GEOMATICS INC., O.L.S.
DSU	DENOTES D.S. URSO, O.L.S.
UP	DENOTES UTILITY POLE
	DENOTES OVERHEAD UTILITIES
	DENOTES CHAIN LINK FENCE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

(2) THE SURVEY WAS COMPLETED ON THE 5th DAY OF JULY, 2021.

JULY 15, 2021
DATE

BILL WEBB
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2167228.

TULLOCH

TULLOCH GEOMATICS INC.
71 BLACK ROAD
UNIT 8
SAULT STE MARIE
P6B 0A3
T. 705 949.1457
F. 705 949.9606
866 806.6602
saultstemarie@tulloch.ca

DRAWN BY: ME | FILE: 212681

File: J:\2021\212561_GEOMATICS\FINALS\21-2681 (R-Plan)

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Peter Tonazzo, RPP, Senior Planner**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Community Development Award 2021 – Queenstown I.D.A. Drug Mart – 302 Queen Street East**

PURPOSE

The purpose of this report is to recommend that this year's Community Development Award be presented to Queenstown I.D.A. Drug Mart, located at 302 Queen Street East.

BACKGROUND

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

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

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

Previous award winners include:

- The Machine Shop (2019)
- Heritage Discovery Centre (2016)
- Savoy's Jewellers (2015)
- Chippewa Trading Post and Frontier Village (2014)
- Skeggs Paciocco Lawyers (2013)

- Wacky Wings Great Northern Road (2012)
- Smokey's Barbeque Pit and Patio (2011)
- Essar Steel Algoma (2010)
- Muio's Restaurant (2009)
- Tenaris Algoma Tubes (2008)
- Lyons Timber Mart (2007)
- Algoma Central Corporation (2006)
- Super 8 Motel (2005)
- Waterfront Walkway (2004)
- Canadian Bushplane Heritage Centre (2003)
- Cross on the Hill (2002)

ANALYSIS

This year, a number projects were considered for the Community Development Award.

After careful consideration, the Community Development Award Committee recommends that this year's Community Development Award be presented to Queenstown I.D.A. Drug Mart, located at 303 Queen Street East.

The building that Queenstown I.D.A. Drug Mart is currently located in is a part of Sault Ste. Marie's historic downtown. Also known as the Davis Block, one of the building's more notable occupants was Davis Clothing.



Davis' Men's Wear store exterior (Sault Ste. Marie, ON), [194-]. Ontario Jewish Archives, Blankenstein Family Heritage Centre, item 4831. Year: 1940s

Davis Clothing was a family run store that operated for seventy years, owned by the Davis Family. The store sold men's and boys' wear, first opening in 1919. The store was originally located a couple doors down at 238 Queen Street East, making the move to the 303 Queen Street East location in 1941.

The first owner of Davis Clothing was Isaac Davis, who would eventually pass the store down to his sons, Murray and Saul, in 1945. Murray and Saul both served in World War II, and became pillars in the community for both business and Jewish affairs. Murray would manage the store at the 303 Queen Street East location, while Saul would manage Davis Two in the Station Mall.

Davis Clothing closed its doors in 1989, leaving the building to be rented out for office space. When asked why he was leaving the store, Murray Davis said it was to spend more time with his wife, as he was putting in eighty hours a week leading up to the closing of the store.



Davis Block and Glassworks. Year: 2009. Source: Google Maps.

Davis Block was rented out for office space for many years after Davis Clothing left. More recently, two churches occupied the space. The Summit, a community church, moved into the building in 2008 and was followed by another community church, New Life.

Queenstown I.D.A. Drug Mart also includes the adjourning building, previously 308 Queen Street East. Glassworks, a family run custom stained glass and restoration business, operated out of 308 Queen Street East from 1998 until 2020. Glassworks was owned by Charlie and Wendy Thomlinson, who also lived in the residential space above the storefront.

As one of the oldest storefronts in the Downtown, 308 Queen Street East has been home to many businesses prior to Glassworks. One of the other more notable occupants was Charlie Thomlinson's great-grandfather, who operated a butcher shop out of the location in the early 1900s.



Glassworks the year before it closed. Year: 2019 Source: Google Maps.

Queenstown I.D.A. Drug Mart had its grand opening on December 6, 2020, and the new development included both the old Davis Clothing and Glassworks buildings. The Drug Mart was previously located in the Station Mall under a different name, the Station Mall I.D.A. Drug Mart.

The wall that separated the two addresses was torn down to form the current Queenstown I.D.A. Drug Mart. The main part of the Drug Mart is located in the old Davis Clothing side of the building, including the pharmacy and associated merchandise, virtual walk-in clinic, Sweet Greetings Gifts, and Queenstown General Store. Located in the old Glassworks side of the building is a Canada Post outlet which also sells lottery tickets, tobacco, and cold beverages.



Queenstown I.D.A. Pharmacy as seen today. Source: SalDan Construction Group.

The renovation of this building greatly improves the visual quality of the Downtown and aligns with initiatives to revitalize the Downtown area. The upgraded façade also aligns with the overall heritage of the Downtown, preserving the uniqueness of the area. It was also estimated that the new Drug Mart would provide five full-time positions and fifteen part-time positions. Overall, the Queenstown I.D.A. Drug Mart activated an underused building in the Downtown and created a space that benefits the community.

Upon approval of this report, a Community Development Award plaque will be presented at a future City Council meeting.

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

STRATEGIC PLAN / POLICY IMPACT
The Community Development Award aligns with the City's Corporate Strategic Plan, specifically in the strategic focus area of supporting Community Development and Partnerships.

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

Resolved to the report of the Senior Planner, dated 2021 08 09, concerning the 2021 Community Development Award be received and that Council present the

2021 Community Development Award to Queenstown I.D.A. Drug Mart, located at 303 Queen Street East.

Respectfully submitted,

Peter Tonazzo
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Peter Tonazzo, RPP, Senior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Shape the Sault – Official Plan Update

Purpose

This Report provides Council with an update on Shape the Sault, the City's New Official Plan project.

Background

Shape the Sault, the City's New Official Plan Project was launched in February 2018. Since that time, the city has:

- Hosted 15 open houses and information sessions dealing with subjects such as the rural area and agriculture, natural environment, housing, second units, land use, parks and recreation and heritage. Several open houses were also held as part of the development of the James Street Neighbourhood Strategy.
- Released a comprehensive report on population and employment projections with future land requirements by type.
- Attended over 40 community events to share information and receive ideas and comments.
- Received feedback from more than 35 local stakeholder groups and organizations.
- Created an email distribution list of approximately 400 addresses.
- Developed over 1500 social media followers.
- Held more than 2600 in-person discussions with local individuals.

Staff will finalize a 250 page comprehensive background report on the new official plan in the very near future. This report sets out key facts about each of the major issues to be incorporated into the new official plan along with the results of our consultation process and proposed policies.

Analysis

The Province, through the Ministry of Municipal Affairs and Housing is the ultimate approval authority for Sault Ste. Marie's new Official Plan. As part of the

final approval process, the Province has the authority to modify the OP to ensure consistency with the Provincial Policy Statement 2020. These Provincial modifications are final and cannot be appealed. Current Provincial guidelines aim to provide comments upon the draft OP within 90 days. Furthermore, the Province aims to complete final OP approvals within 90 days. Based on the above, the following timeline is proposed:

Release of the OP Background Report	September 2021
Community engagement on Key Policy Directions	Sept. – December 2021
Prepare draft Official Plan	
Release of the full draft of the new Official Plan at City Council	January 2022
Submission of Draft Official Plan to the Province (Ministry of Municipal Affairs and Housing) for comments)	January 2022
Community engagement on the draft Official Plan	January - April 2022
Approval of the new Official Plan by City Council	May 2022
Final Provincial Approval	TBD

It is recognized that the New Official Plan Project has taken considerably longer to complete then originally anticipated. This is due to a number of factors. It is conceded that initial timeframes to complete the project within 2 years were overly ambitious and did not fully consider the complexity of the project, which has required significant analysis and consultation with various Provincial Ministries, City Departments, outside agencies, stakeholders and the general public. For these reasons, many Municipalities choose to have outside consultants complete new Official Plan projects. Although outside consultants have been utilized for specific matters, such as Dillon Consulting and MetroEconomics' Population, Housing and Employment Projections — Commercial and Industrial Land Needs Analysis Report, staff felt that it was more cost effective to complete this project 'in-house', albeit with extended timelines. It is also worth noting that over the past 16 months, development volumes and inquiries have been significantly higher then what has been experienced over the past 20 years, requiring considerable staff time and resources.

The OP Background Document which will be presented to Council in the coming months is an extremely comprehensive document, outlining specific Official Plan policies as well as the background information utilized to determine the proposed OP policies, all in one comprehensive consolidated document.

It is also recognized that Sault Ste. Marie's current Official Plan, developed in 1996 is dated. However, over the lifetime of the Plan staff has initiated numerous Official Plan Amendments aimed at maintaining currency of relevant policies and taking advantage of new opportunities afforded by the Planning Act.

Furthermore, staff continues to use sound judgement and best planning practices when assessing various development inquiries and applications. Staff is therefore of the opinion that the current OP is not impacting the appropriate growth and development of the City or the City's ability to take advantage of various opportunities afforded under the Planning Act. To conclude, planning staff is of the opinion that taking the additional time to get the new OP right is of critical importance.

In order to compress timelines, staff is contemplating hiring a consultant to draft the new OP. Given the comprehensiveness of the Background Report, it is anticipated that this will not take very long. During the interim, staff will consult with the public on the proposed policy approaches.

Financial Implications
As part of the 2017 Capital Budget, Council allocated $250,000 to fund the New Official Plan Project. It is anticipated that the currently allocated funds will be sufficient to carry this project through to completion.

Strategic Plan / Policy Impact
The Official Plan Background Report and new Official Plan incorporate many aspects of the City's Corporate Strategic Plan especially as it relates to the Strategic Focus Areas of Community Development, Partnerships, Infrastructure, Service Delivery and Quality of Life.

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

Resolved that the Report of the Senior Planner dated 2021 08 09 concerning the New Official Plan be received as information.

Respectfully submitted,

Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Stephen Turco, RPP, Senior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	New Active Transportation Plan

Purpose

The purpose of this report is to recommend that Council authorize the development of a comprehensive Active Transportation Plan, which will serve as a guiding document to inform future capital expenditures into pedestrian, cycling and recreational trails infrastructure.

Background

Beginning with the construction of the John Rowswell Hub Trail (JRHT) in 2006, the City of Sault Ste. Marie has actively pursued the development of Active Transportation (AT) infrastructure. In 2017, Council endorsed an AT Infrastructure Strategy, and as a result, the City is in the process of completing an approximately 50-kilometre AT network. This network includes a combination of both on-road cycling lanes, signed cycling routes, and off-road Multi-Use Paths (MUP).

Policy Context

The **Cycling Master Plan** (CMP) and **Transportation Master Plan** (TMP) are currently the primary guiding policy documents informing active transportation infrastructure priorities and development. The CMP was approved by Council in 2007. It built on the success of the JRHT to broaden the scope of cycling infrastructure and increase the uptake of cycling for both recreation and utilitarian travel.

The TMP, completed in 2015, assessed the overall road transportation network and identified priority recommendations to inform future capital works projects. A key policy recommendation from the TMP was the introduction of the concept of “Complete Streets”.

As outlined in the TMP, the premise of Complete Streets is *“Creating Places Where People Want to Be”*. Many municipalities across Canada are taking steps to make the move towards Complete Streets, which are defined as streets designed for all ages, abilities, and modes of travel with safe and comfortable access for

pedestrians, bicycles, transit users and the mobility-impaired as integral features of the planning and design process.

Analysis

Cities in many jurisdictions are adopting the more holistic approach of “integrated mobility” in an effort to provide safe and convenient alternatives to vehicular transportation. Instead of thinking about making travel most efficient for vehicles, the issue becomes refocused on how to move people from place to place, in the most enjoyable, efficient and sustainable manner. This concept acknowledges that every journey involves at least two modes of transportation – for example – an individual will drive downtown, park their vehicle and then walk to a specific store.

Locally, there are a number of reasons to undertake a new Active Transportation study. First, it’s been over ten years since the completion of the CMP, and over 5 years since the adoption of the TMP. Since that time, there have been updates to provincial standards as well as improved best practices from other jurisdictions that can help inform the design of Active Transportation locally.

As well, it is acknowledged that there are disconnects within pedestrian and cycling networks. For example: in many neighbourhoods, there are sidewalks which begin but end abruptly, or do not lead to destinations such as transit stops or schools; or, cycling networks where cyclists have to “blend into” the existing vehicular network during their trips, as opposed to having a dedicated facility from their origin to their end destination.

Additionally, at the July 15, 2019 meeting, Council passed a resolution, requesting that staff develop a Complete Streets plan for the area bounded by Willow Avenue, Northern Avenue, Pine Street and McNabb Street. However, a comprehensive AT plan will include a City wide approach to implementing Complete Streets – recommending policies and guidelines that can be used for retrofitting existing streets, or provide design considerations for future road reconstruction projects.

It is also important to note that with the development of the John Rowswell Hub Trail, and the ongoing efforts to develop recreational trails, the City is well positioned to become a major tourist destination providing world class cycling, mountain biking and walking/hiking experiences all within the City’s boundaries. An updated AT plan could assist in creating better linkages between these networks, making the transition between different activities more seamless, better connected to tourist areas, and less reliant on needing a vehicle to experience these activities.

A new Active Transportation Plan would help the City move closer towards a more integrated approach to transportation, ensuring individuals have real choice in how they travel. This integrated approach would foster better transition between different modes of transportation and would help make all areas of the community

and key destinations accessible by all forms of travel. Additionally, having an updated Active Transportation strategy will help leverage future funding opportunities, when they become available.

Financial Implications
Based on preliminary cost estimates, it is anticipated that a comprehensive Active Transportation Master Plan initiative would cost approximately $150,000. Funding for this project will come from carry over funds from the FutureSSM project, which, as of January 1, 2021 was $669,000.

Strategic Plan / Policy Impact
An updated Active Transportation Plan would align with the City's Corporate Strategic Plan which identifies both the promotion of "Quality of Life Advantages" and the "Environment" as key themes.

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

Resolved that the report of the Senior Planner, dated 2021 08 09 be received, and that Council authorize staff to issue a Request for Proposals to undertake a comprehensive Active Transportation Master Plan study, to a maximum cost of $150,000 (inclusive of non-recoverable HST), with funding to come from carry over funds from the FutureSSM project.

Respectfully submitted,

Stephen Turco, RPP
Senior Planner
705.759.5279
s.turco@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Donald B. McConnell, MCIP RPP, Planning Director
DEPARTMENT:	Community Development and Enterprise Services
RE:	Neighbourhood Improvement Programs

PURPOSE

The purpose of this report is to respond to the following City Council resolution which was approved on September 14, 2020.

> Whereas the Provincial Government and the City of Sault Ste. Marie had previously offered grants to homeowners who wanted to make improvements to their residences, and such program was extremely successful; and
>
> Whereas it is in the interest of the City of Sault Ste. Marie for homes to be well maintained and updated; and
>
> Whereas many individuals across Ontario, including Sault Ste. Marie, live on a fixed income and have difficulty finding the resources to make upgrades to their residences;
>
> Now Therefore Be It Resolved that the Planning Department review the historic success of the provincial-municipal grant program and report and make recommendations on whether funds are available from a provincial or municipal source to assist those on fixed incomes with the upgrading and maintenance of their homes.

BACKGROUND

From 1973 to 1983, the federal and provincial governments funded a comprehensive Neighborhood Improvement Program (NIP) in a number of Canadian cities. The purpose of this program was to undertake residential and neighbourhood conservation and stabilization, while improving services and promoting heritage conservation in central cities. In part, the program provided direct subsidies to low income home owners. The overall result was improved building maintenance and occupancy standards, as well as better municipal services and amenities.

ANALYSIS
In Sault Ste. Marie this program ran from the mid 1970s until the early 1980s.

The International Bridge Plaza, Steelton and Bayview neighbourhoods all benefited from this program. Extensive housing rehabilitation was undertaken in addition to improvements to municipal roadways and services. Better amenities in the form of neighbourhood parks and school playgrounds were created. Both the Greco and Manzo pools were constructed during this time.

Although there were some exceptions for specific initiatives, the federal contribution was 50% with both the province and municipality contributing 25% each.

To administer this program, the City created a Development Division within the Engineering Department with six staff. This Division was disbanded following the termination of funding from senior levels of government.

Overall, the program was considered a success with significant improvements to older neighbourhoods. However, the program was costly and required a significant effort to administer.

Staff contacted FedNor, NOHFC, the Ministry of Municipal Affairs and Housing and our local District Social Services Administration Board, however no similar program exists today.

Although the city has received grant funding for the Downtown Improvement Program, both FedNor and NOHFC have confirmed that funding is not available for residential rehabilitation projects. However Ottawa has recently implemented a home energy retrofit program and the City's Sustainability Coordinator is investigating options for this type of program and will report back to Council in the future.

FINANCIAL IMPLICATIONS
Acceptance of this information report has no impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT
This report is not directly linked to the Corporate Strategic Plan.

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

Resolved that the report of the Planning Director dated 2021 08 09 concerning Neighborhood Improvement Programs be received as information.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Downtown Plaza Update

Purpose
The purpose of this report is to provide City Council with an update on the Downtown Plaza project.

Background
On May 10th, 2021 City Council passed the following resolution:

> Resolved that the report dated May 10, 2021 concerning the development of the downtown plaza be received and that City Council authorize an additional $1,472,068 in funding to come from the Community Growth Initiatives line item in 2022, 2023 and 2024.
>
> Further that City Council approve the plaza development with a total project cost of $8,447,068 with a total City contribution of $5,347,068 and expected annual operating costs of $265,000.
>
> Further, that City Council authorize staff to finalize the construction drawings and issue a tender for the construction of the downtown plaza with the plaza construction cost and fees estimated to be $7,844,000.
>
> Further that Council confirms that the City will be responsible for any cost overruns in the project or any shortfall in fundraising.

The approval from Council confirming the City's contribution was necessary, in part, given a letter received from NOHFC indicating they had deferred their decision on the project because a City of Sault Ste. Marie Council resolution in support of the project (including the City's commitment of funding) was not provided.

The Council resolution in support of the project was provided to NOHFC however, on July 21, 2021, City staff received a letter from NOHFC indicating they had declined the project (Appendix A – NOHFC Decline Letter).

Analysis

To address the shortfall of $2M as a result of the NOHFC funding decision, staff are considering a number of options:

1. Reduce the budget of the plaza by reducing scale and/or features
2. Obtain $2M from other sources
3. A combination of 1 and 2 above

Further analysis is provided below on the options and a recommended path forward is provided by staff.

1. Reduce the budget of the plaza by reducing scale and/or features

As reported to City Council previously, staff undertook an extensive value management exercise to arrive at the recommended plaza design. The features and components that were included in the final conceptual design were each included to address a specific need, audience or seasonal programming element. To reduce the scale and/or features presents a difficult decision point that could impact the success of the plaza.

In addition, removing features/elements that would equal $2M would seriously compromise the plaza given the relative cost of each element. For example, the budget estimate for the different components include:

Item	Approximate Cost	Comment
Ice rink	$840,000	Once removed it would be very expensive to add in the underground piping system for the rink at future date. This feature provides an important component of winter activation for the plaza
Washroom/service building	$1.2M	This building houses the washrooms, fountain/ice rink equipment, change area, staff room and IT closet.
Stage/digital screen	$234,000	The stage feature does not impact the budget a great deal and is an important component of activating the plaza.
Water feature	$225,000	The water feature provides both a visual and a play element in the

		summer months. The cost is relatively small in comparison to project budget.
Play feature	$52,000	The play feature provides an important feature for young children visiting the plaza and will be a popular feature for parents visiting the plaza.

If a feature is to be removed, ideally it would be one that can be added back in the future with fairly minimal cost (no underground services, etc.). Staff will continue to review the features of the plaza along with exploration of other funding options described further below.

2. Obtain $2M from other sources

In order to obtain the funds necessary to complete the plaza as currently designed, staff has begun investigating different options for funding. A few things have changed since the plaza report was brought to Council in April:

- The City received positive word that the Provincial government will contribute $18M towards the twin pad arena. This project was approved to proceed solely with City funding and this funding announcement was a major boost for the City.
- A new funding program was announced by the Federal government for Tourism and Community Revitalization.
- The Federal government is advancing the legislation for a special, one time gas-tax payment to municipalities (note the program name has changed to Canada Community-Building Fund (CCBF).
- Other organizations have expressed interest in supporting downtown revitalization and the downtown plaza.

Based on the developments listed above, staff believes an opportunity exists to raise additional funds through other contributions and utilize a portion of the CCBF to enable the plaza to proceed. Given the recent receipt of the letter from NOHFC, staff was unable to confirm funding contributions for the August 9th Council meeting and will return to Council in September with a recommended funding plan finalized.

Pending the results of potential funding applications, partner contributions and fundraising results, staff will be able to return to Council with a complete financial picture of the project and subsequent recommendations related to adjustments to the scale/scope of the project.

In addition, staff would like to launch the fundraising campaign to raise the funds previously identified in the plaza funding formula. The fundraising campaign was not launched until we received the NOHFC decision and had a clear picture of funding requirements. Staff will continue to work with the BIA to raise the

$400,000 left in our fundraising target of $600,000 (to date, $200,000 has been raised with the generous contribution from the Rotary Club of SSM). Staff will also work to surpass the target for this worthwhile project.

3. Combination of 1 and 2

Staff will advance discussions related to alternate sources of funding and examine any opportunities to trim the budget of the plaza and come back to Council in September with a recommendation.

The advancement of the plaza project is critical for a number of reasons:

- Strategic Development - The downtown plaza project is a strategic project that is a critical component of the downtown revitalization strategy. Downtown is the only geographic area specifically mentioned in the 2016-2021 Corporate Strategic Plan.

  "Vibrant Downtown Areas – We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City."

- Downtown Vision - The downtown plaza is central to the vision to advance the downtown. Staff have previously provided a strategy for development that included key projects that will contribute to downtown revitalization:
  - Bay Street Redevelopment (completed)
  - Downtown Plaza
  - Relocation of the Mill Market to 73 Brock Street
  - Mobile retail units located at the plaza
  - Queen Street Streetscaping
  - Spring Street Woonerf and connection to the waterfront

  The plaza is the central component to this revitalization strategy.

- Community support – Brook McIlroy led a number of community engagement sessions with two public input sessions, a series of First Nations input meetings and an online survey. The vast majority of feedback from these sessions has been positive. In addition, the BIA has voiced its support for the downtown plaza and is taking an active role in the fundraising campaign.

- Activation – A key component to the downtown plaza is having activity throughout the year. The features of the plaza (skating rink, water feature, stage and digital screen, play feature, mobile retail units) will help to draw people to the plaza. In the report on May 10, 2021, staff included an

operating budget which will ensure resources are available to support programming and the ongoing success of the plaza.

- Momentum – Prior to the Covid-19 pandemic, a number of positive events, patio openings and investments were taking place in the downtown. The importance of the plaza is only heightened with the need to return foot traffic and continue to attract business and residential development investment in the downtown.

- Research conducted into best practices in downtown revitalization and successes in other communities often include the development of a downtown plaza. The American Planning Association issued a report titled, "Downtown Revitalization in Small and Midsized Cities". The report highlights:

  > *"Gathering spaces are a community's living rooms and are essential attributes of a downtown. They provide a "third place" that complements the "first place" (home) and "second place" (work) for residents to get together, socialize, and catch up on the latest gossip. These are the venues where people interact, mingle, and share ideas. They facilitate chance encounters and contribute to neighboring and community cohesiveness. They enable social bonding and the fostering of community belonging. Because of these qualities, public gathering spaces are essential to downtown health and, by extension, the health of the entire community."*

- Roger Brooks recommended the plaza concept in his assessment of downtown Sault Ste. Marie. Roger Brooks has assisted nearly 2,000 communities with their branding, tourism, downtown development and marketing efforts during his career, which spans more than 35 years. As one of the industry's foremost authorities on downtowns, Roger has helped communities around the world working in more than 45 U.S. states, across Canada, in Western Europe, Scandinavia, and Mauritius.

- Similar venues – The notion that there is duplication or that the plaza will negatively impact other venues in the downtown is flawed and fails to recognize the strategic value of the downtown plaza.

  - Canal District – The Canal District is a tremendous new development at the western end of the downtown. Featuring the Agawa Canyon Tour Train station, outdoor rink, an outfitters shop, pub, restaurants and more, the location offers a great destination for residents and visitors.

The downtown plaza is complementary to the Canal District and fulfills a distinct and separate strategic purpose. The best practice for municipal plazas is clear – it should be as close to the main commercial street as possible to benefit local businesses. There are approximately 189 businesses in the BIA. The Canal District is not located in the BIA so the events, activities and programming of the plaza cannot all take place at the Canal District location.

Further, the rink feature located at the plaza is for skating only and will be provided free of charge. The City has experienced many winters in the past where we have limited skating days due to warm spells. The rink in the plaza will utilize compressors that will help ensure we have free, public skating available in the downtown from November to March.

There is certainly room for the plaza and Canal District to co-exist and provide residents and visitors with multiple options and reasons to visit the downtown.

- Roberta Bondar Pavilion – The Roberta Bondar Pavilion hosted 96 events in 2019. The plaza is a space for major events and an iconic feature on the waterfront. Families don't generally visit the Bondar Pavilion to sit under the tent outside of a major event. Nor would it make sense to invest in further amenities at Roberta Bondar Park because of the goal is to drive activity and foot traffic close to the merchants on Queen Street.

  The Bondar Pavilion is a large-event space that can seat up to 1,750 people or 4,500 standing. That is significantly different from the small stage being planned for the plaza which is designed for smaller, local performances where an audience of 150-300 people would feel comfortable.

- Investment Attraction – Part of the goal of the plaza is to incentivize further investment in the downtown. Having a location that appeals to residents will help to improve the potential for businesses and attract residential development. City staff have engaged the development community on the downtown plaza project and received positive feedback that this type of investment will help further residential development and is exactly what the City should be doing in the downtown core.

Finally, as mentioned previously to Council, the health of a community's downtown is vital to economic development – it is one of the most important factors that businesses, labour force, students and youth use to assess the health of a community. The plaza project is a critical component of the downtown

revitalization strategy and an opportunity to enhance the downtown for generations to come.

Financial Implications
There are no financial implications at this point in time. Staff will return to Council September with recommendations on the downtown plaza.

Strategic Plan / Policy Impact
This item directly aligns with the Corporate Strategic Plan in multiple focus areas. The project aligns directly with the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The project also aligns with the FutureSSM Community Development Strategy and Downtown Development strategy.

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

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 9, 2021 concerning the downtown plaza be received as information.

Further, that Council authorize City staff to submit relevant funding applications to support the plaza, including the Tourism Relief Fund, and commence the fundraising campaign for the downtown plaza.

Respectfully submitted,

Tom Vair
Deputy CAO, Community Development and Enterprise Services
705.759.5264
t.vair@cityssm.on.ca

nohfc
Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Tel: 705 945-6700 or 1 800 461-8329 @nohfc nohfc.ca
sgfpno
Place Roberta Bondar, 70, promenade Foster, bureau 200, Sault Ste. Marie (Ontario) P6A 6V8
Tél: 705 945-6700 ou 1 800 461-8329 @sgfpno sgfpno.ca

NOHFC File No: 8100508

July 21, 2021

Stephen Turco
Senior Planner
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Stephen Turco:

I am writing further to your application requesting funding from the Northern Ontario Heritage Fund Corporation (NOHFC) under the Strategic Economic Infrastructure Program toward the *Sault Ste. Marie Downtown Civic Plaza* project.

Your application has been carefully reviewed by the NOHFC Board of Directors and it has been determined that the project is declined because many of the project's proposed recreational amenities are already available nearby in the community.

Please continue to work with your local Northern Development Advisor, Christine Kucher, to explore other funding program options. Christine can be reached at *Christine.Kucher@ontario.ca* or at 1-705-256-9255.

Sincerely,

Jane E Karhi

Jane Karhi
Manager, Program Services

The Corporation of the
City of Sault Ste. Marie

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

August 9, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tom Vair, Deputy CAO - Community Development and Enterprise Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Brock St. Property Update – Future Home of Mill Market**

PURPOSE

To provide Council information on the design concept and funding for 73 Brock St. which is planned to be the future home of Mill Market Sault Ste. Marie.

BACKGROUND

At a Council meeting dated March 23, 2020 the following resolution was passed.

> The report of the Deputy CAO, Community Development and Enterprise Services was received by Council.
>
> City Council authorize the acquisition of 73 Brock Street for the sum of Three Hundred Ninety Five ($395,000.00) Dollars and all costs related thereto, and that funding of $395,000 from the Property Purchase Reserve Fund be approved.
>
> Resolved that By-law 2020-77 being a by-law to authorize the acquisition of property located at civic 73 Brock Street (Union Cab, Oliver and Lesley Wilson) be passed in open Council this 23rd day of March, 2020.

The intent of this purchase was to be the future home of the Mill Market. An architect was hired to undertake a design exercise and functional layout of the new market. Representatives from the Market have been part of the design phase for the Brock St. building and both the Board and Vendors are excited to move to the future location.

Concept drawings have been completed and can be found in Appendix A.

ANALYSIS

The City continues to provide leased space to the Mill Market Sault Ste. Marie (Market) on Canal Drive. The five (5) year term expires June 30, 2024. The Market is a not for profit organization which was incorporated on June 10, 2019.

The Market's Mission Statement is to, "establish and operate a community supported farmers' market that provides: a viable economic outlet for Algoma farmers and food producers, local access to Ontario produced agricultural products as well as local artisans, in a vibrant atmosphere that strengthens ties between our rural and urban communities."

The Market is governed by an elected Board of Directors with both vendor and community members with the following Committees:

- Finance
- Governance
- Marketing
- Building
- Health and Safety

A preliminary cost estimate for the project was completed with a budget of approximately $2,900,000. The Market has also been active in submitting grant applications to support the renovation of space. To date the following submissions have been made totaling $2,500,000.

- Green and Inclusive Community Buildings Program $1,750,000
- Canada Community Revitalization Fund $750,000

The Market has also set aside $25,000 in a reserve account from its operations to contribute towards the project. It should be acknowledged this is impressive to achieve while operating during the pandemic, which has seen various restrictions including the number of patrons that are allowed to attend the Market at any one time. Based on the results of their funding applications, it is anticipated a future request through the Community Development Fund will be forthcoming.

The relocation of the Mill Market adjacent to the downtown plaza will provide a positive and complementary contribution to the success of both operations. It is anticipated that these projects will provide positive benefits to the Community for years to come.

FINANCIAL IMPLICATIONS

There is no impact to the City's operating budget at this time.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in multiple focus areas.

The project aligns directly with the focus area of “Quality of Life” and the priorities identified which included Promote Quality of Life Advantages, Promote and Support Arts & Culture, Welcome and Seek Out Immigration and Create Vibrant Downtown Areas.

The project also aligns with the FutureSSM Community Development Strategy and Downtown Development strategy. In addition, within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO- Community Development and Enterprise Services dated August 9, 2021 be received as information.

Respectfully submitted,

Tom Vair
Deputy CAO, Community Development & Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca

APPENDIX A

SAULT STE. MARIE
DOWNTOWN PLAZA MARKET BUILDING
CONCEPTUAL DESIGN

2021-06-29

Serino Architects

NOTES:

1) FINAL GRADE AT CIVIL PLAZA ENTRY T.B.D.

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OFFICE

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1 SD-03

2 SD-03

BUS

B.F. PARKING

B.F. PARKING LOADING

B.F. PARKING

BROCK STREET

SSM MARKET BUILDING | SD-01
SITE CONTEXT PLAN | 2021-06-29
Serino Architects | 1 : 200

1 2 3 4 5 6 7

A B C D E F G H

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JAN.

OFFICE

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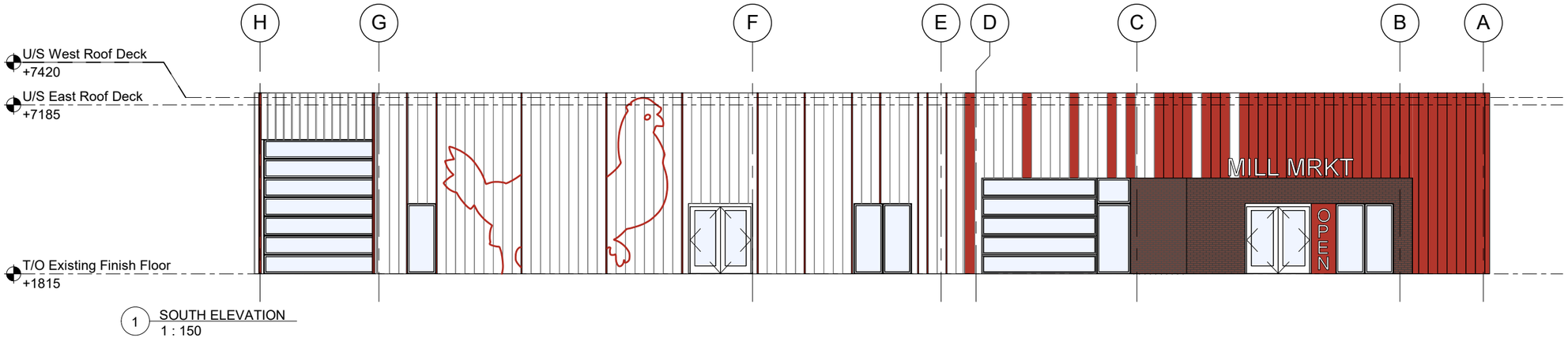
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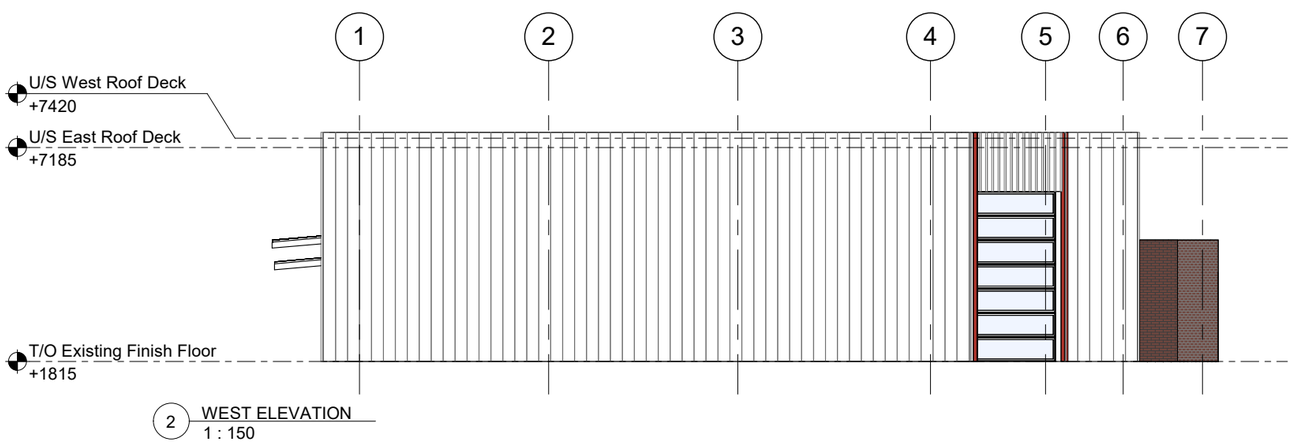
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B.F. PARKING LOADING

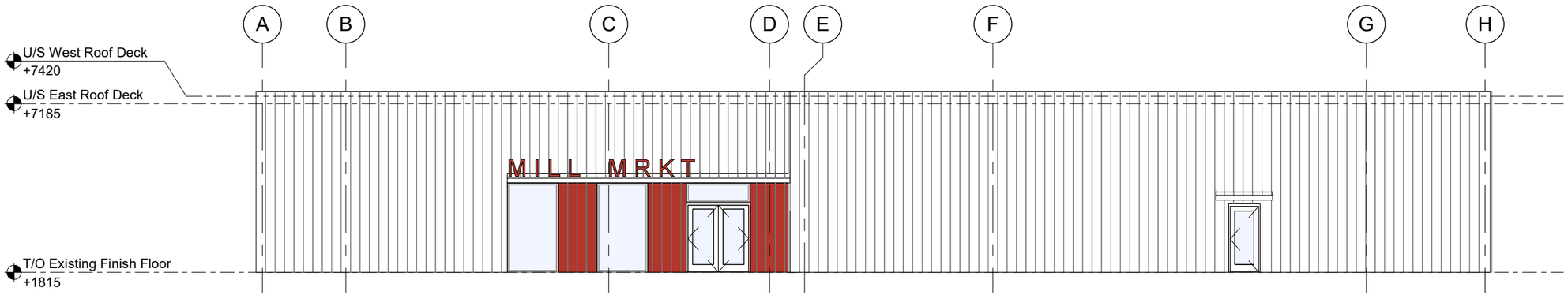
SSM MARKET BUILDING	SD-02
FLOOR PLAN	2021-06-29
Serino Architects	1 : 125



1 SOUTH ELEVATION
1 : 150

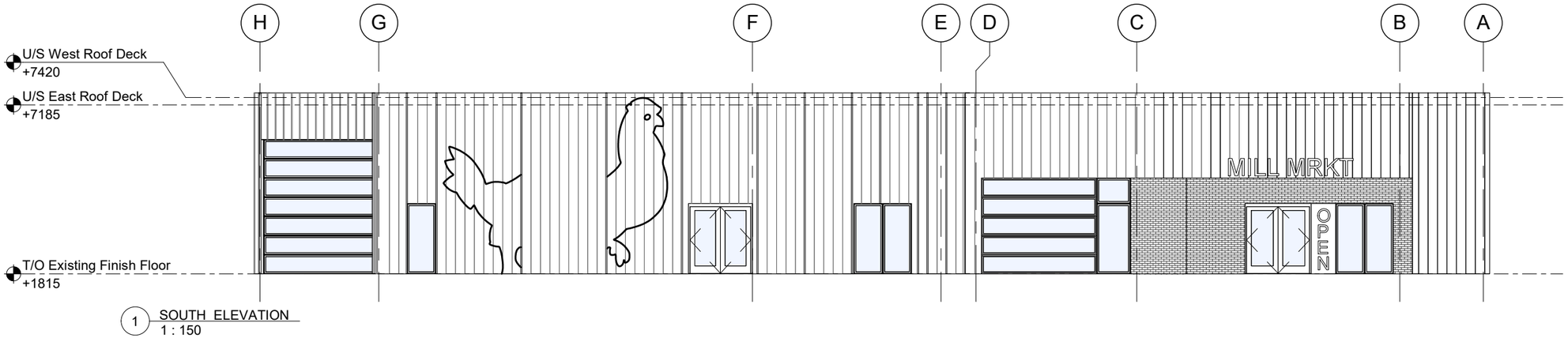


2 WEST ELEVATION
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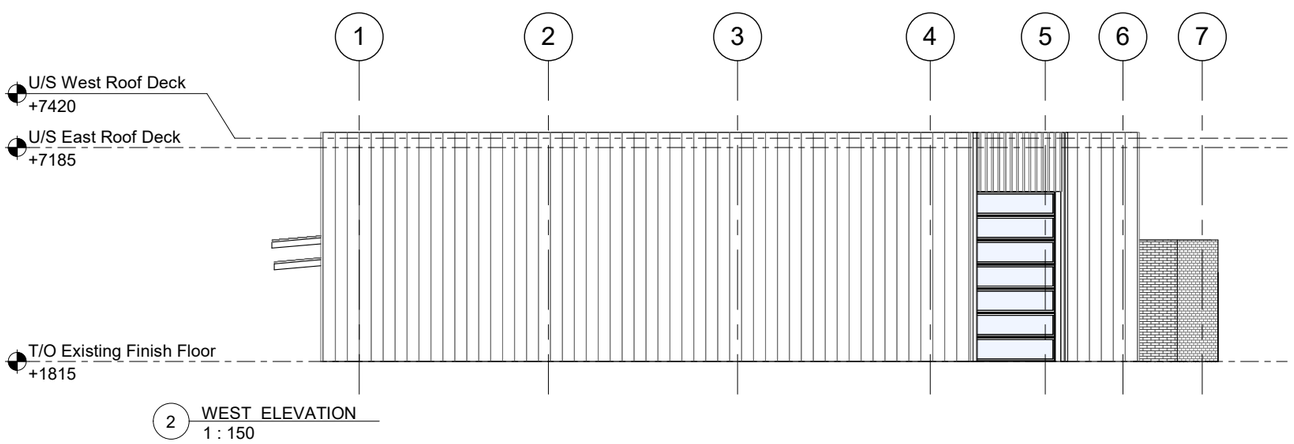


3 NORTH ELEVATION
1 : 150

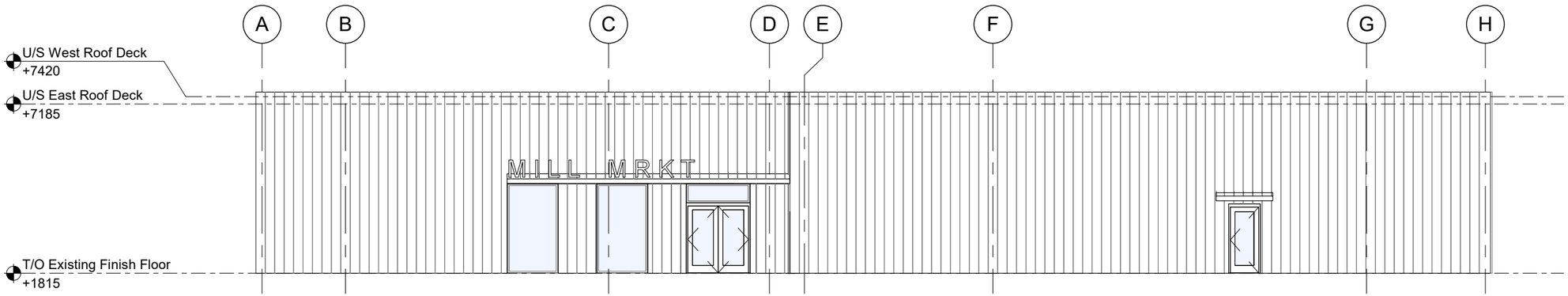
SSM MARKET BUILDING | SD-03
ELEVATIONS | 2021-06-29
Serino Architects | 1 : 150



1 SOUTH ELEVATION
1 : 150



2 WEST ELEVATION
1 : 150



3 NORTH ELEVATION
1 : 150

SSM MARKET BUILDING | SD-04
ELEVATIONS | 2021-06-23
Serino Architects | 1 : 150


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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-142

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

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

WHEREAS a plan of the **Dave Brown Subdivision** was registered in the Land Titles Division on **October 22, 1901 as Plan 1703**; and

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

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

1. **PART OF DAVE BROWN SUBDIVISION DEEMED NOT REGISTERED**

Lots 257 and 258 Plan 1703, Dave Brown Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act.* The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. EFFECTIVE DATE

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

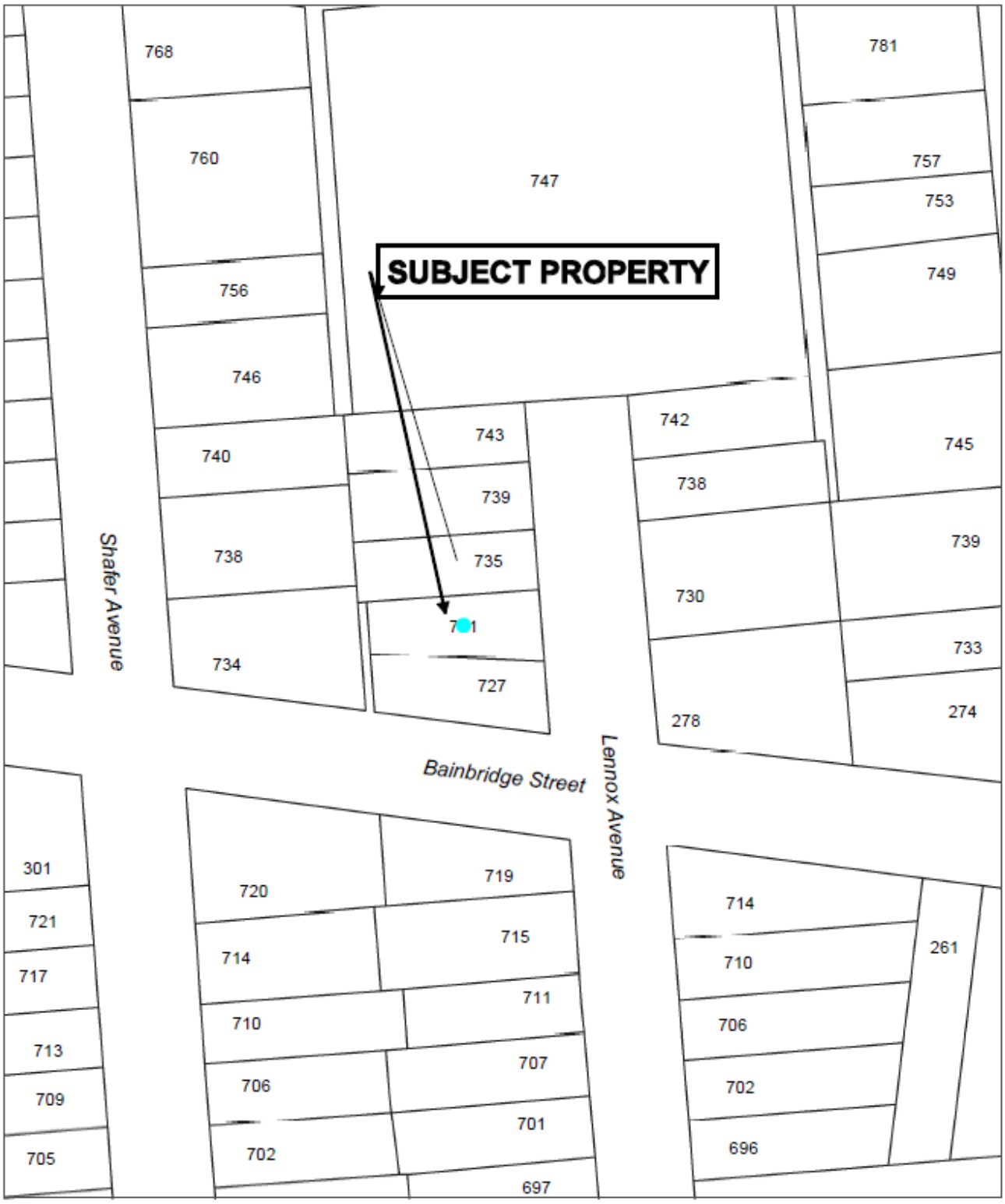
PASSED in open Council this 9th day of August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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"THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY."



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-154

SUBDIVISION CONTROL: (PR6) A by-law to deem not registered for purposes of subdivision control certain lots in the **Hughes "B" Subdivision**, pursuant to section 50(4) of the *Planning Act*.

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

WHEREAS a plan of the **Hughes "B" Subdivision** was registered in the Land Titles Division on **December 30, 1899 as Plan 5884**; and

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

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

1. **PART OF HUGHES "B" SUBDIVISION DEEMED NOT REGISTERED**

Lots 1-8, Part Lane Part 1 1R9748, Part Lot 45 Part 2 1R9748, Lots 41 – 44, Part Lane Part 1 1R4598 and Lots 39-40 Plan 5884, Hughes "B" Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act.* The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

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

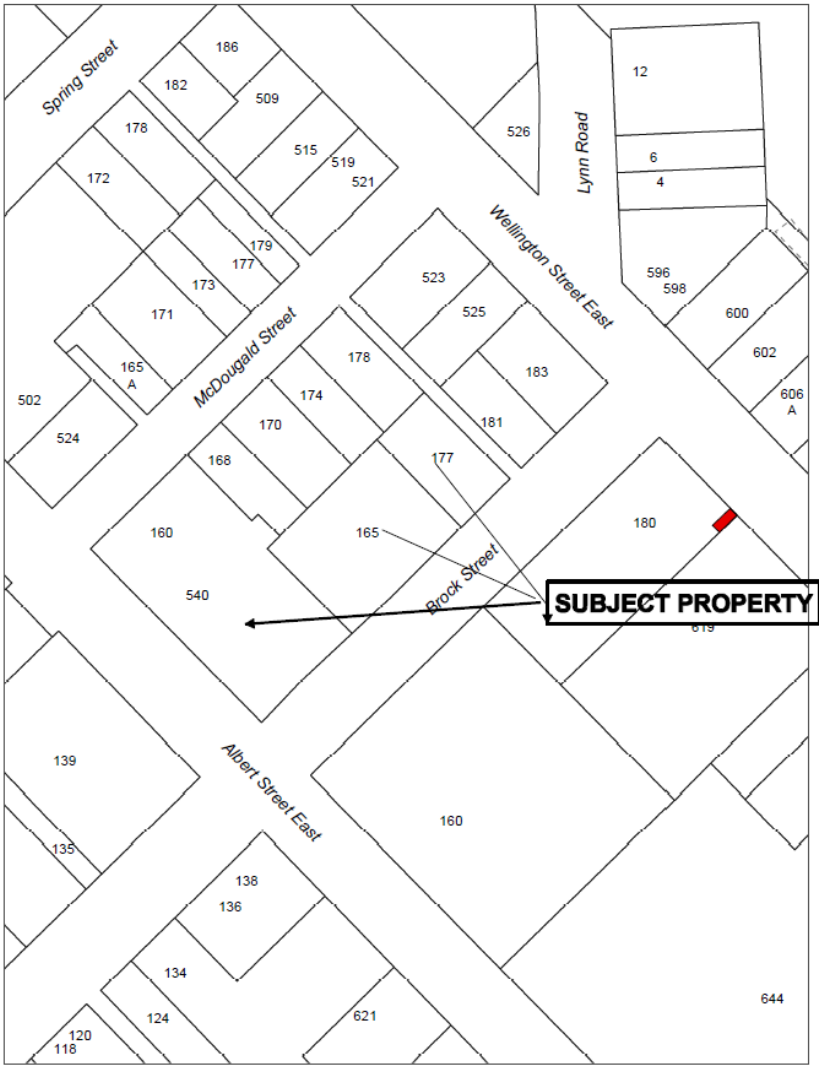
PASSED in open Council this 9th day of August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-154 540 Albert Street E 165 and 175 Brock Street Deeming.doc

"THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY."



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-155

PROPERTY SALE: A by-law to authorize the sale of surplus property on Yates Avenue, legally described in PIN 31609-0384 (LT) to Ellsin Environmental Ltd.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Ellsin Environmental Ltd. or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-155 YATES AVENUE SURPLUS PROPERTY SALE TO ELLSIN.DOCX

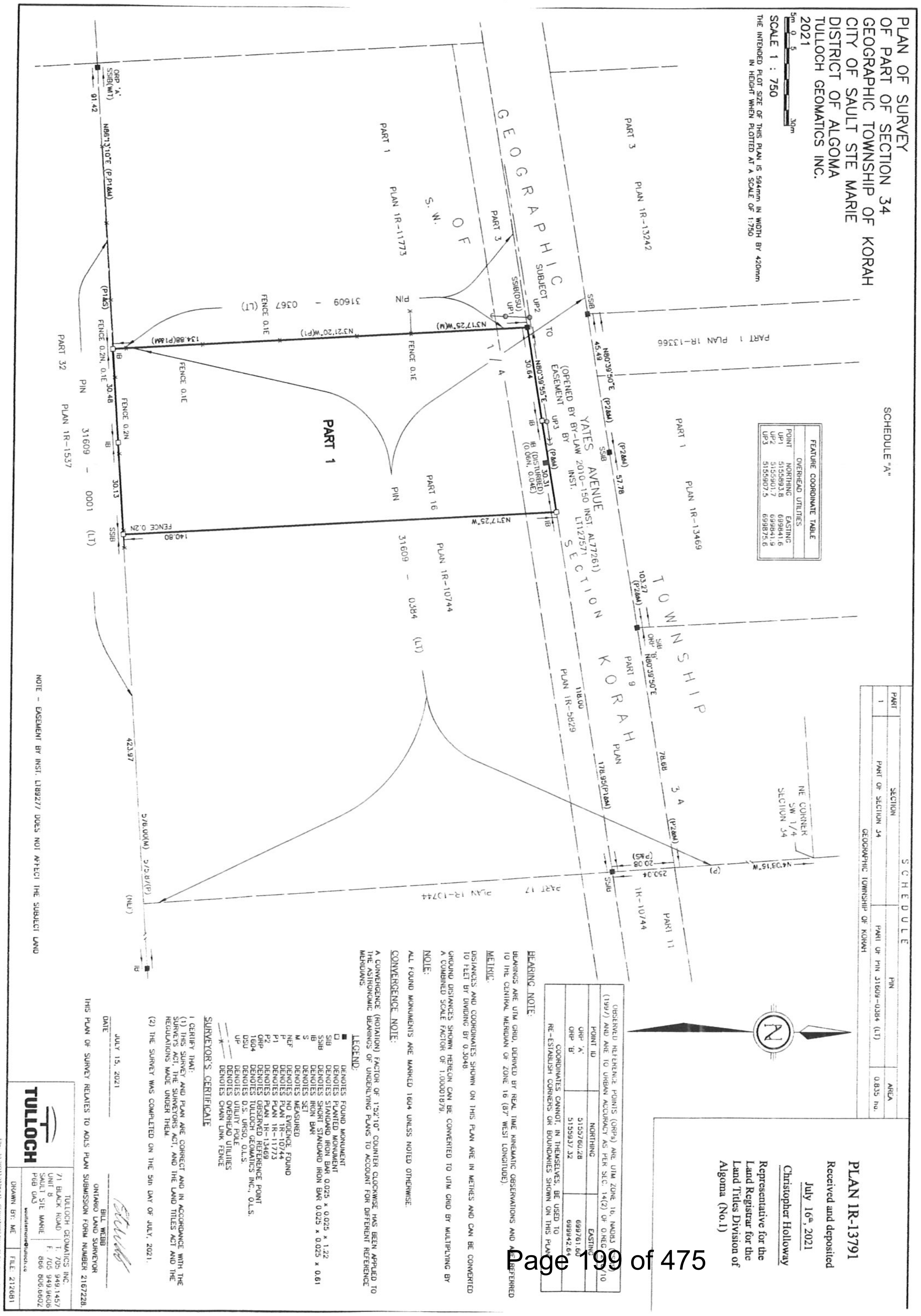
SCHEDULE "A" TO BY-LAW 2021-155

PURCHASER: ELLSIN ENVIRONMENTAL LTD.

ADDRESS: PROPERTY ON YATES AVENUE
SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PART PIN: 31609-0384 (LT) PART SECTION 34; PART 1 1R13791, TOWNSHIP OF KORAH, CITY OF SAULT STE. MARIE

CONSIDERATION: FIFTY THOUSAND ($50,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-156

PROPERTY SALE: A by-law to declare the City owned property legally described as PIN 31486-0106 (LT) PT LT 37 RCP H708 RANKIN LOCATION PT 6 1R6086; SAULT STE. MARIE, being part civic 148 Dacey Road (rear) as surplus to the City's needs and to authorize the disposition of the said property to the Sault Ste. Marie Housing Corporation or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to the Sault Ste. Marie Housing Corporation or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

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

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2021-156

PURCHASER: Sault Ste. Marie Housing Corporation

LEGAL DESCRIPTION: PIN: 31486-0106 (LT)
PT LT 37 RCP H708 RANKIN LOCATION PT 6 1R6086; SAULT STE. MARIE

CONSIDERATION: ONE ($1.00) DOLLAR



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-157

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Kevin Belsito for the use of City property at 363 Wellington Street West for the purpose of additional parking.

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 Amending Agreement dated August 9, 2021 between the City and Kevin Belsito, a copy of which is attached as Schedule “A” hereto. This Amending Agreement is for the use of City property at 363 Wellington Street West for the purpose of additional parking.

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 August, 2021

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-157 Belsito 363 Wellington W Agreement.docx

This Amending Agreement is made effective the 9th day of August, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "Landlord")

– and –

KEVIN BELSITO

(hereinafter referred to as the "Tenant")

WHEREAS the Landlord is the registered owner of lands legally described as part of PIN 31572-0242(LT) located at 363 Wellington Street West (the "Demised Area") more specifically identified in Schedule "A" attached hereto.

WHEREAS the Tenant is the owner of 355 Wellington Street West being land adjacent to the Demised Area;

AND WHEREAS the Tenant requires the Demised Area for additional parking for a multi-residential building owned by the Tenant;

AND WHEREAS the Landlord and the Tenant entered into a Licence Agreement dated August 13, 2018, with an expiry date of September 1, 2021, regarding the Demised Area;

AND WHEREAS the Tenant has requested that the expiry date in the said Licence Agreement be extended to September 1, 2024;

AND WHEREAS the Landlord agrees to amend the said Licence Agreement to extend the expiry date in the Agreement to September 1, 2024;

NOW THEREFORE the parties agree as follows:

1. That paragraph 2 of the Licence Agreement be amended to read as follows:

   "**Period of Agreement**.
   The Landlord hereby demises and leases the Demised Area to the Tenant for a Term of three (3) years commencing September 1, 2021 and expiring September 1, 2024 on the terms and conditions set out in this Agreement."

2. The remaining paragraphs, Schedules, terms and conditions of the said Licence Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

MAYOR – CHRISTIAN PROVENZANO

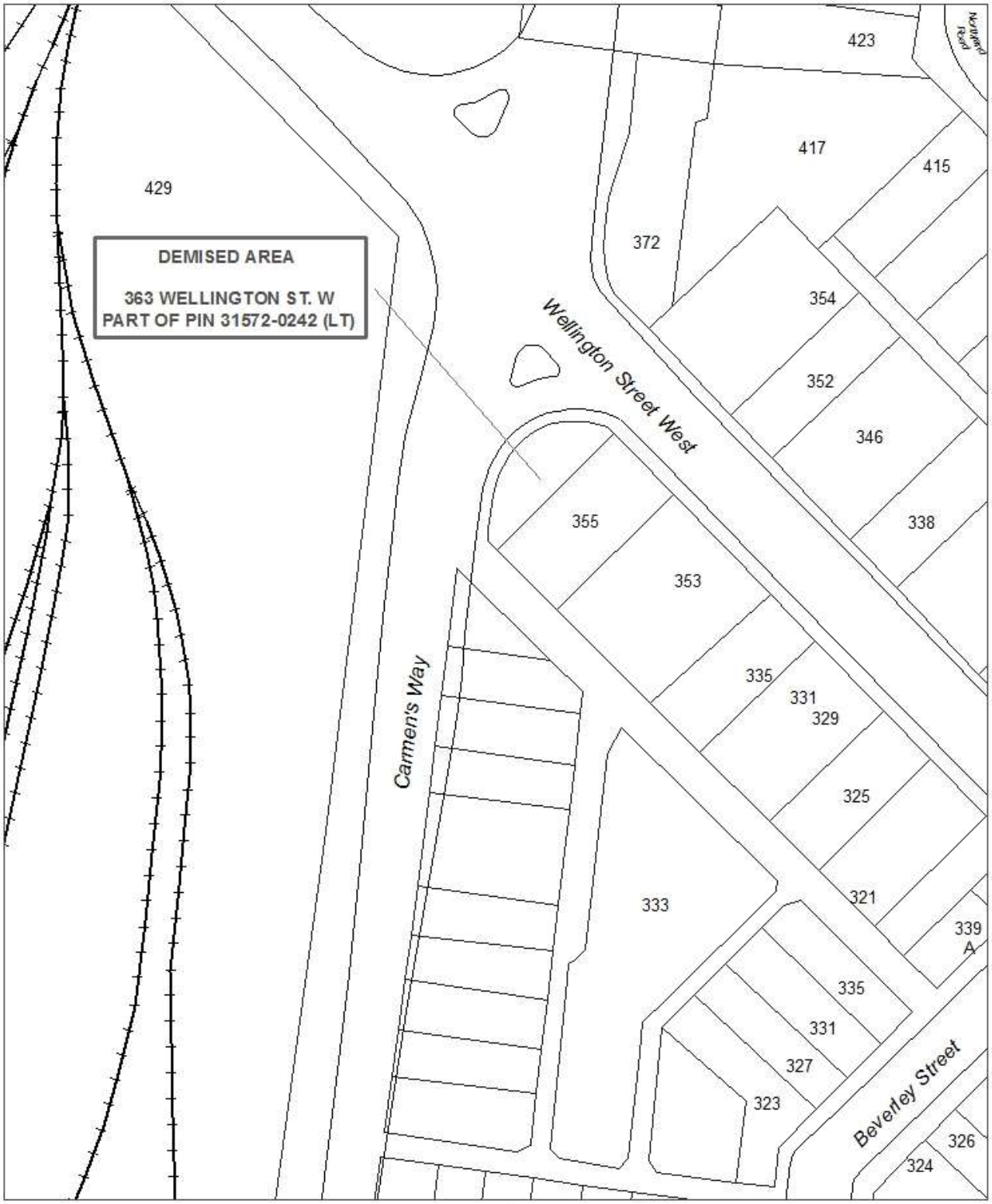
_____

CITY CLERK – RACHEL TYCZINSKI

KEVIN BELSITO

_____

Schedule "A"



SCHEDULE A

AG150 363 WELLINGTON STREET W

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 10, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

Parcel Fabric

0 10 20 40 Meters
1:1,000

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2021-158

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 234 to the Official Plan for the City of Sault Ste. Marie (Soapy'z Auto Wash Ltd., Ben Cicchelli, 305 Conmee Avenue).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, ENACTS as follows:

1. The Council hereby adopts Amendment No. 234 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 9th day of August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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AMENDMENT NO. 234
TO THE
SAULT STE. MARIE OFFICIAL PLAN

PURPOSE

This Amendment is an amendment to Schedule "C" of the Official Plan.

LOCATION

Lot 7, Plan 2401 Korah; Pt Lane Plan 2401 Korah closed by T63093; SAULT STE. MARIE, Located on the south side of Conmee Avenue, approximately 44 metres east from the Wellington Street West intersection, with approximately 16 metres of frontage along Conmee Avenue. Civic Number 305 Conmee Avenue.

BASIS

This Amendment is necessary in view of a request to permit certain commercial uses on the subject property.

The proposal does not conform to the existing Land Use map (Schedule C) of the Official Plan.

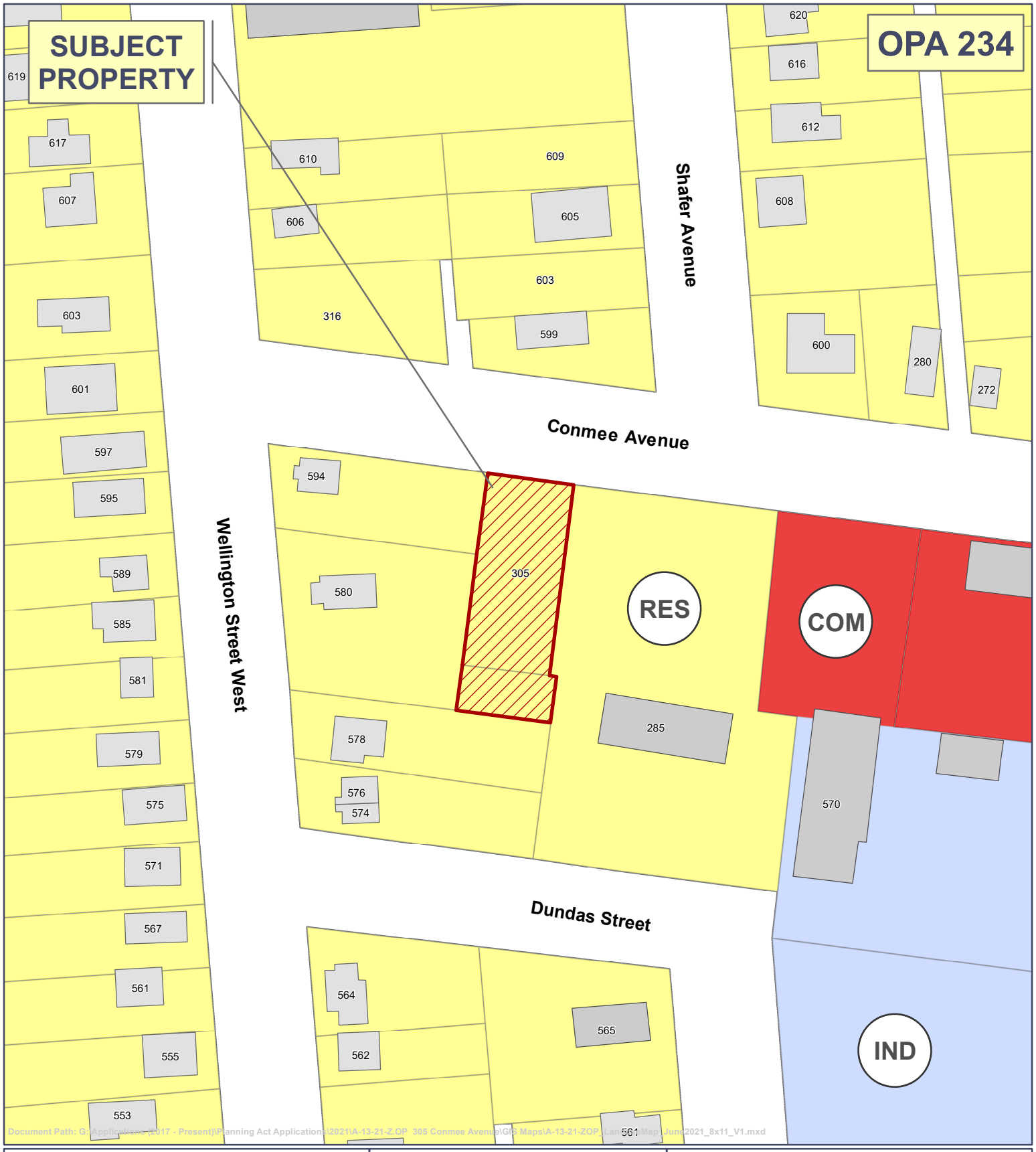
Council now considers it desirable to amend the Schedule C of Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C to the Sault Ste. Marie Official Plan is hereby amended by re-designating the subject property from Residential to Commercial.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will apply to this Amendment.



Document Path: G:\Applications (2017 - Present)\Planning Act Applications\2021\A-13-21-Z,OP 305 Conmee Avenue\GIS Maps\A-13-21-ZOP_LandUseMap_June2021_8x11_V1.mxd

Application Map Series

☐ Subject Property ☑ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 305 Conmee Ave
Roll No.: 050002066000000
Map No.: 57/1-59
Application No.: A-13-21-ZOP
Date Created: June 5, 2021

Legend

- Subject Property: 305 Conmee Ave
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcel Fabric

SAULT STE.MARIE
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-159

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 305 Conmee Avenue (Soapy'z Auto Wash Ltd., Ben Cicchelli).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **305 CONMEE AVENUE; LOCATED ON THE SOUTH SIDE OF CONMEE AVENUE APPROXIMATELY 44M EAST OF THE WELLINGTON STREET WEST INTERSECTION; CHANGE FROM R3 TO CT2.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 57/1-59 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) zone to CT2.S (Commercial Transitional) zone with a "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(415) and heading as follows:

"2(415) 305 Conmee Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Conmee Avenue approximately 44m east of the Wellington Street West intersection and having civic no. 305 Conmee Avenue and outlined and marked "Subject Property" on the map attached as Schedule 415 hereto is changed from R3 (Low Density Residential) zone to CT2.S (Commercial Transitional) zone with a "Special Exception" to, in addition to those uses permitted in an CT2 zone:

1. Permit an electrical contractor's yard with no outdoor storage.
2. Reduce the rear (south) yard setback from 10 metres to 3 metres."

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 234.

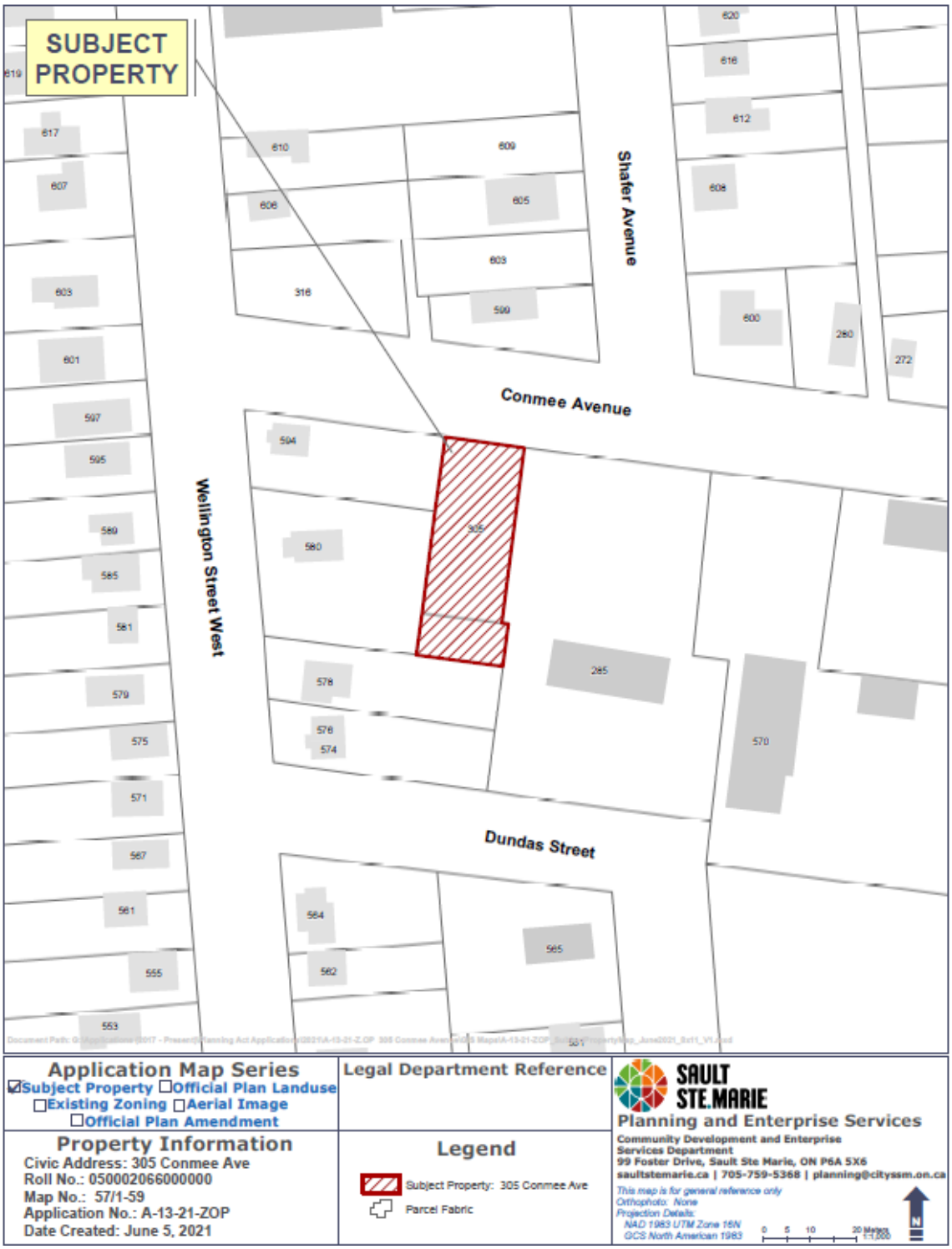
PASSED in Open Council this 9th day of August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE “A” TO BY-LAW 2021-159 AND
SCHEDULE 415 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-160

DEVELOPMENT CONTROL: A by-law to designate the lands located at 305 Conmee Avenue an area of site plan control (Soapy'z Auto Wash Ltd., Ben Cicchelli)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

   The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

   The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

   Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001.*

5. **EFFECTIVE DATE**

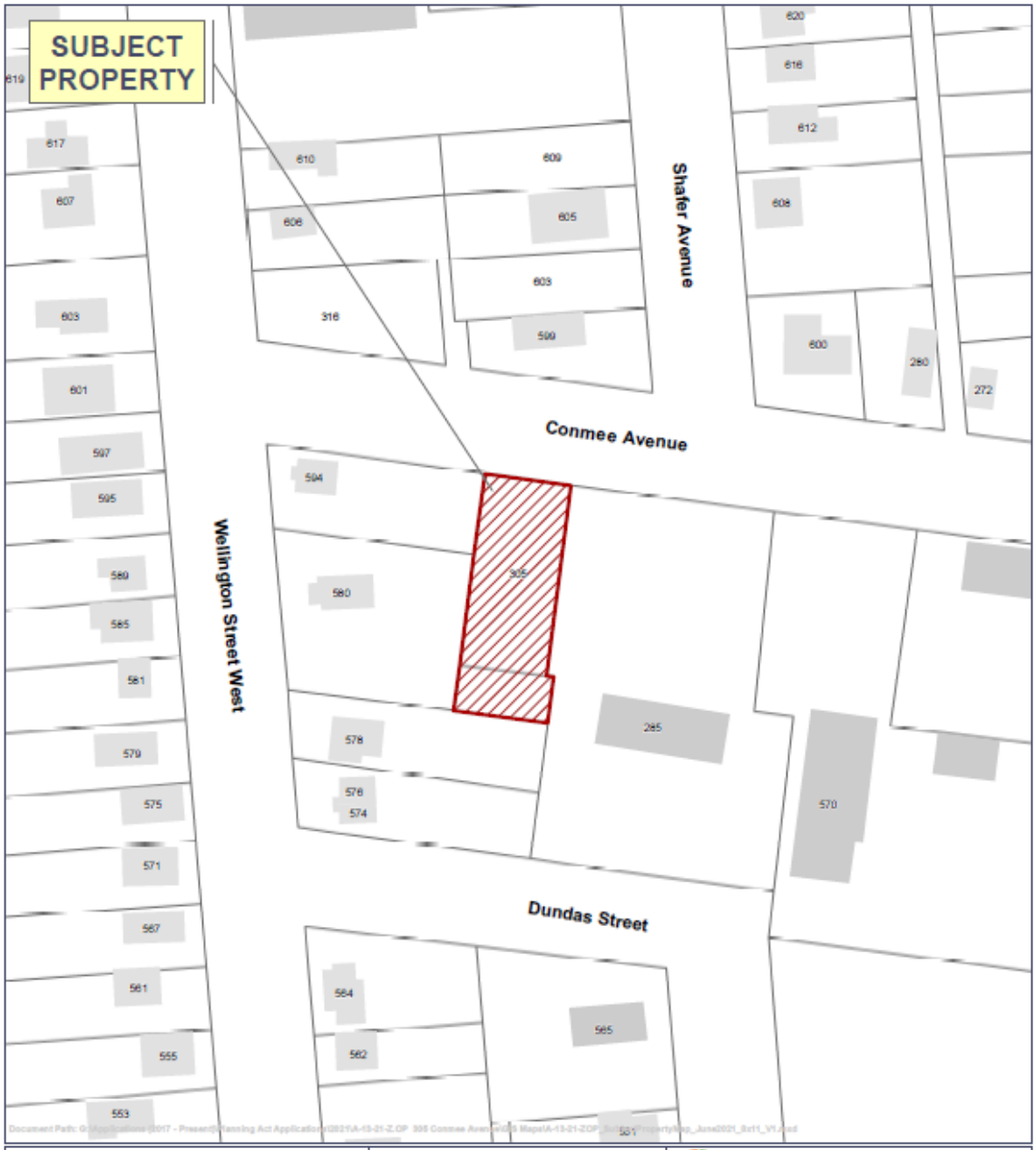
   This by-law takes effect from the date of its final passing.

PASSED in open Council this 9th day of August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2021-160



Application Map Series
☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information
Civic Address: 305 Conmee Ave
Roll No.: 050002066000000
Map No.: 57/1-59
Application No.: A-13-21-ZOP
Date Created: June 5, 2021

Legend
Subject Property: 305 Conmee Ave
Parcel Fabric

SAULT STE.MARIE
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca
This map is for general reference only
Orthophoto: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983
0 5 10 20 Meters
1:1,000
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-161

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and AECOM for the Biosolids Management Facility Fee Addendum.

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 AECOM, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Biosolids Management Facility Fee Addendum.

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 August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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AECOM Imagine it. Delivered.

Fee Addendum Authorization

☒ Client Contract Change ☐ Sub Contract Change

Project Name:	Biosolids Management Facility	**Change No.:**	1
AECOM Project No.:	60565655	**Date:**	14-Jul-21
Client/Sub Name:	The Corporation of the City of Sault Ste. Marie	**Contract Reference No.:**	City of SSM By-Law No. 2018-3 Agreement Date: January 8, 2018 between AECOM and the Corporation of the City of Sault Ste. Marie
Subject:	Biosolids Management Facility – Source Separated Organics		

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

Description of Change:
Fee Addendum to incorporate Source Separated Organics (SSO) design into the biosolids management facility design as per AECOM letter dated May 26, 2021 Re: Biosolids Management Facility – Source Separated Organics (SSO) Fee Addendum.

Fee: The agreed contract value will be: ☐ unaltered, ☒ increased, ☐ decreased by Time & Materials - **$652,304.90** (AMT)

Time: The agreed time for completion is ☐ unaltered, ☒ increased, ☐ decreased by 1,467 (calendar days)

Contract Value Summary		Time Changes Summary	
Original Contract Value	$1,234,567.00	**Original Contract Completion Date**	25-Dec-21
Net value of changes previously authorized	$0.00	**Net Change Previously Authorized (calendar days)**	0
This change	$652,304.90	**This Change (calendar days)**	1,467
New Contract Value	$1,886,871.90	**New Contract Completion Date**	31-Dec-25

Fee Addendum Approval

AECOM Project Manager	**Signature**	**Date**
AECOM Authorized Signatory	**Signature**	**Date**
Mayor – Christian Provenzano		
The Corporation of the City of Sault Ste. Marie	**Signature**	**Date**
City Clerk – Rachel Tyczinski		
The Corporation of the City of Sault Ste. Marie	**Signature**	**Date**

© AECOM Restricted

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-162

PROPERTY ACQUISITION: A by-law to authorize the acquisition of a portion of property located at civic 1001 Third Line East (Zufelt).

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

1. **PROPERTY ACQUISITION**

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

2. **EXECUTION OF DOCUMENTS**

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

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of August, 2021.

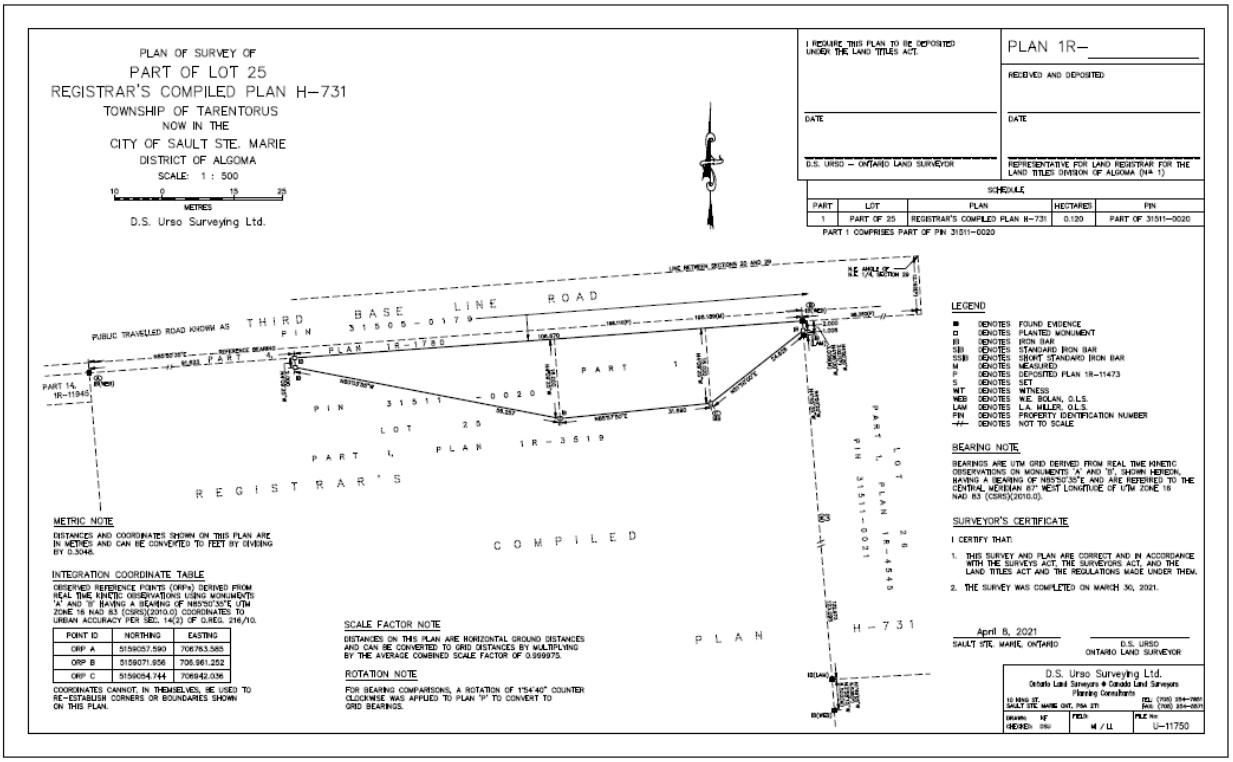
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Kirk William Zufelt and Jennifer Lynn Zufelt (or as otherwise directed)
ADDRESS:	Part 1001 Third Line East
LEGAL DESCRIPTION:	Part 31511-0020 (LT) Part Lot 25 RCP H731 Tarentorus; being part 1 1R13753; Sault Ste. Marie
CONSIDERATION:	Seven Thousand One Hundred ($7,100.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-163

PROPERTY ACQUISITION: A by-law to authorize the acquisition of a portion of property located at civic 1120 Third Line East (Rancier).

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

1. **PROPERTY ACQUISITION**

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

2. **EXECUTION OF DOCUMENTS**

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

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of August, 2021.

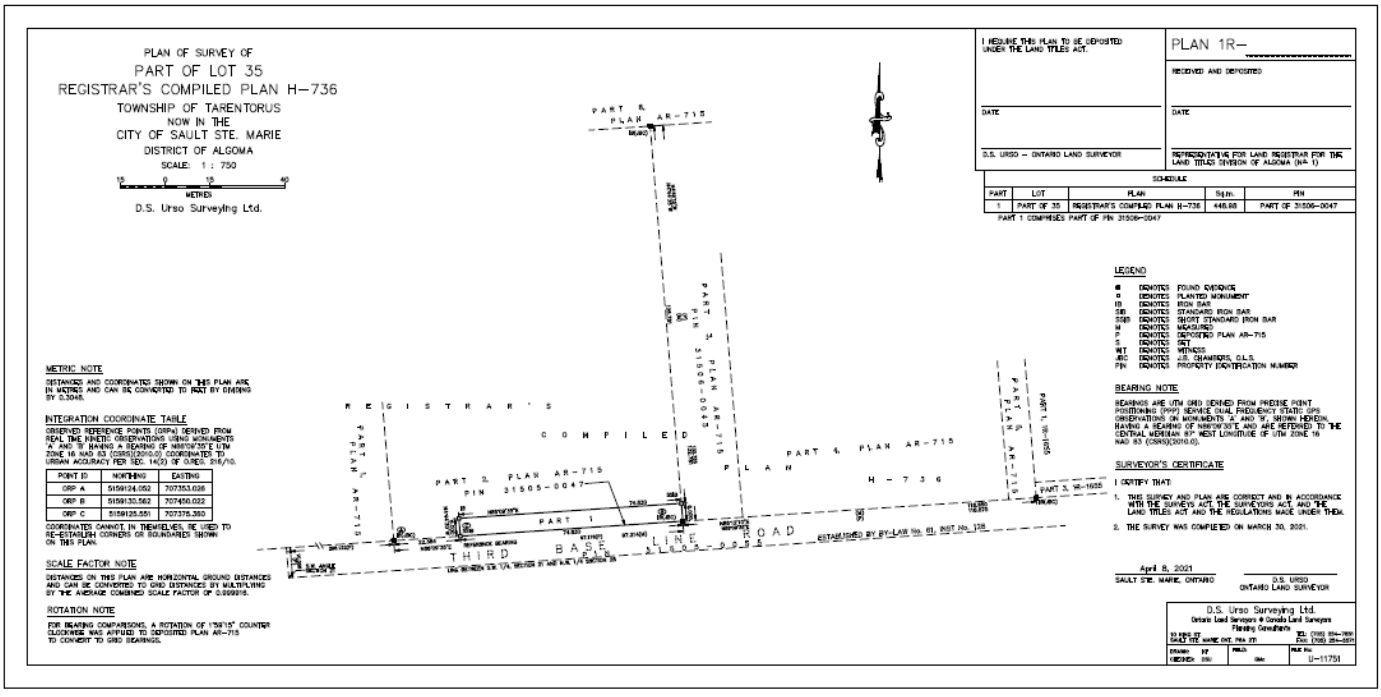
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE “A”

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Robbin Chrstie Rancier (or as otherwise directed)
ADDRESS:	Part 1120 Third Line East
LEGAL DESCRIPTION:	Part PIN 31506-0047 (LT) Part Lot 35 H736 Tarentorus; being part 1 1R13752; Sault Ste. Marie
CONSIDERATION:	Four Thousand ($4,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-165

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Tombari Electric Ltd. for the LED Lighting Upgrades in the arena bowls and seating areas at the John Rhodes Community Centre.

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 July 22, 2021 between the City and Tombari Electric Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is for the LED Lighting Upgrades in the arena bowls and seating areas at the John Rhodes Community Centre.

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 August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-165 TOMBARI ELECTRIC LED LIGHTING JOHN RHODES COMMUNITY CENTRE.DOCX

CCDC 2

stipulated price contract

2 0 0 8

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

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

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

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AGREEMENT BETWEEN OWNER AND CONTRACTOR
For use when a stipulated price is the basis of payment.

This Agreement made on the day of in the year .

by and between the parties

hereinafter called the "*Owner*"

and

hereinafter called the *"Contractor"*

The *Owner* and the *Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

insert above the name of the Work

located at

insert above the Place of the Work

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

insert above the name of the Consultant

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

1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 commence the *Work* by the day of in the year and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the day of in the year .

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*.

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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
- *

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

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ARTICLE A-4 CONTRACT PRICE

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

/100 dollars $

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

/100 dollars $

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

/100 dollars $

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 percent (%), 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

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

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

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

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

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

Owner

*name of Owner**

address

facsimile number *email address*

Contractor

*name of Contractor**

address

facsimile number *email address*

Consultant

*name of Consultant**

address

facsimile number *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.

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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**
	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**
	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.*

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15. Project
The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

16. Provide
Provide means to supply and install.

17. Shop Drawings
Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

18. Specifications
The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

19. Subcontractor
A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

20. Substantial Performance of the Work
Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.

21. Supplemental Instruction
A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

22. Supplier
A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

23. Temporary Work
Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

24. Value Added Taxes
Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by the tax legislation.

25. Work
The *Work* means the total construction and related services required by the *Contract Documents*.

26. Working Day
Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

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GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

1.1.1 The intent of the *Contract Documents* is to include the labour, *Products* and services necessary for the performance of the *Work* by the *Contractor* in accordance with these documents. It is not intended, however, that the *Contractor* shall supply products or perform work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.

1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.
- .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any portion of the *Work*.

1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.

1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.

1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.

1.1.6 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.

1.1.7 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
  - the Agreement between the *Owner* and the *Contractor*,
  - the Definitions,
  - Supplementary Conditions,
  - the General Conditions,
  - Division 1 of the *Specifications*,
  - technical *Specifications*,
  - material and finishing schedules,
  - the *Drawings*.
- .2 *Drawings* of larger scale shall govern over those of smaller scale of the same date.
- .3 dimensions shown on *Drawings* shall govern over dimensions scaled from *Drawings*.
- .4 later dated documents shall govern over earlier documents of the same type.

1.1.8 The *Owner* shall provide the *Contractor*, without charge, sufficient copies of the *Contract Documents* to perform the *Work*.

1.1.9 *Specifications*, *Drawings*, models, and copies thereof furnished by the *Consultant* are and shall remain the *Consultant*'s property, with the exception of the signed *Contract* sets, which shall belong to each party to the *Contract*. All *Specifications*, *Drawings* and models furnished by the *Consultant* are to be used only with respect to the *Work* and are not to be used on other work. These *Specifications*, *Drawings* and models are not to be copied or altered in any manner without the written authorization of the *Consultant*.

1.1.10 Models furnished by the *Contractor* at the *Owner*'s expense are the property of the *Owner*.

GC 1.2 LAW OF THE CONTRACT

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

GC 1.3 RIGHTS AND REMEDIES

1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

1.3.2 No action or failure to act by the *Owner*, *Consultant* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.

2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Contractor* and the *Consultant*.

2.1.3 If the *Consultant*'s employment is terminated, the *Owner* shall immediately appoint or reappoint a *Consultant* against whom the *Contractor* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

GC 2.2 ROLE OF THE CONSULTANT

2.2.1 The *Consultant* will provide administration of the *Contract* as described in the *Contract Documents*.

2.2.2 The *Consultant* will visit the *Place of the Work* at intervals appropriate to the progress of construction to become familiar with the progress and quality of the work and to determine if the *Work* is proceeding in general conformity with the *Contract Documents*.

2.2.3 If the *Owner* and the *Consultant* agree, the *Consultant* will provide at the *Place of the Work*, one or more project representatives to assist in carrying out the *Consultant*'s responsibilities. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in writing to the *Contractor*.

2.2.4 The *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.

2.2.5 Based on the *Consultant*'s observations and evaluation of the *Contractor*'s applications for payment, the *Consultant* will determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.

2.2.6 The *Consultant* will not be responsible for and will not have control, charge or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the *Work* in accordance with the applicable construction safety legislation, other regulations or general construction practice. The *Consultant* will not be responsible for the *Contractor*'s failure to carry out the *Work* in accordance with the *Contract Documents*. The *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other persons performing portions of the *Work*.

2.2.7 Except with respect to GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, the *Consultant* will be, in the first instance, the interpreter of the requirements of the *Contract Documents*.

2.2.8 Matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents* shall be initially referred in writing to the *Consultant* by the party raising the question for interpretations and findings and copied to the other party.

2.2.9 Interpretations and findings of the *Consultant* shall be consistent with the intent of the *Contract Documents*. In making such interpretations and findings the *Consultant* will not show partiality to either the *Owner* or the *Contractor*.

2.2.10 The *Consultant*'s interpretations and findings will be given in writing to the parties within a reasonable time.

2.2.11 With respect to claims for a change in *Contract Price*, the *Consultant* will make findings as set out in GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

2.2.12 The *Consultant* will have authority to reject work which in the *Consultant*'s opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers,* or their agents, employees, or other persons performing any of the *Work*.

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2.2.13 During the progress of the *Work* the *Consultant* will furnish *Supplemental Instructions* to the *Contractor* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Consultant* and the *Contractor*.

2.2.14 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor*'s submittals, in accordance with the *Contract Documents*.

2.2.15 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

2.2.16 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* as provided in GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK.

2.2.17 All certificates issued by the *Consultant* will be to the best of the *Consultant*'s knowledge, information and belief. By issuing any certificate, the *Consultant* does not guarantee the *Work* is correct or complete.

2.2.18 The *Consultant* will receive and review written warranties and related documents required by the *Contract* and provided by the *Contractor* and will forward such warranties and documents to the *Owner* for the *Owner*'s acceptance.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.1 The *Owner* and the *Consultant* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe and proper facilities at all times for the review of the *Work* by the *Consultant* and the inspection of the *Work* by authorized agencies. If parts of the *Work* are in preparation at locations other than the *Place of the Work*, the *Owner* and the *Consultant* shall be given access to such work whenever it is in progress.

2.3.2 If work is designated for tests, inspections or approvals in the *Contract Documents*, or by the *Consultant*'s instructions, or by the laws or ordinances of the *Place of the Work*, the *Contractor* shall give the *Consultant* reasonable notification of when the work will be ready for review and inspection. The *Contractor* shall arrange for and shall give the *Consultant* reasonable notification of the date and time of inspections by other authorities.

2.3.3 The *Contractor* shall furnish promptly to the *Consultant* two copies of certificates and inspection reports relating to the *Work*.

2.3.4 If the *Contractor* covers, or permits to be covered, work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, the *Contractor* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and make good covering work at the *Contractor*'s expense.

2.3.5 The *Consultant* may order any portion or portions of the *Work* to be examined to confirm that such work is in accordance with the requirements of the *Contract Documents*. If the work is not in accordance with the requirements of the *Contract Documents*, the *Contractor* shall correct the work and pay the cost of examination and correction. If the work is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay the cost of examination and restoration.

2.3.6 The *Contractor* shall pay the cost of making any test or inspection, including the cost of samples required for such test or inspection, if such test or inspection is designated in the *Contract Documents* to be performed by the *Contractor* or is designated by the laws or ordinances applicable to the *Place of the Work*.

2.3.7 The *Contractor* shall pay the cost of samples required for any test or inspection to be performed by the *Consultant* or the *Owner* if such test or inspection is designated in the *Contract Documents*.

GC 2.4 DEFECTIVE WORK

2.4.1 The *Contractor* shall promptly correct defective work that has been rejected by the *Consultant* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the *Contractor*.

2.4.2 The *Contractor* shall make good promptly other contractors' work destroyed or damaged by such corrections at the *Contractor*'s expense.

2.4.3 If in the opinion of the *Consultant* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, they shall refer the matter to the *Consultant* for a determination.

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PART 3 EXECUTION OF THE WORK

GC 3.1 CONTROL OF THE WORK

3.1.1 The *Contractor* shall have total control of the *Work* and shall effectively direct and supervise the *Work* so as to ensure conformity with the *Contract Documents*.

3.1.2 The *Contractor* shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for co-ordinating the various parts of the *Work* under the *Contract*.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform work with own forces.

3.2.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Owner* shall:

.1 provide for the co-ordination of the activities and work of other contractors and *Owner*'s own forces with the *Work* of the *Contract*;

.2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;

.3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;

.4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 - INSURANCE and co-ordinate such insurance with the insurance coverage of the *Contractor* as it affects the *Work*; and

.5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner*'s own forces.

3.2.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner*'s own forces, the *Contractor* shall:

.1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;

.2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and

.3 promptly report to the *Consultant* in writing any apparent deficiencies in the work of other contractors or of the *Owner*'s own forces, where such work affects the proper execution of any portion of the *Work*, prior to proceeding with that portion of the *Work*.

3.2.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner*'s own forces, the *Contractor* shall co-ordinate and schedule the *Work* with the work of other contractors and the *Owner*'s own forces as specified in the *Contract Documents*.

3.2.5 Where a change in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner*'s own forces with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.2.6 Disputes and other matters in question between the *Contractor* and other contractors shall be dealt with as provided in Part 8 of the General Conditions - DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Contractor* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owner* contains a similar agreement to arbitrate.

GC 3.3 TEMPORARY WORK

3.3.1 The *Contractor* shall have the sole responsibility for the design, erection, operation, maintenance, and removal of *Temporary Work*.

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

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

GC 3.4 DOCUMENT REVIEW

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

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 The *Contractor* shall:

.1 prepare and submit to the *Owner* and the *Consultant* prior to the first application for payment, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;

.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and

.3 advise the *Consultant* of any revisions required to the schedule as the result of extensions of the *Contract Time* as provided in Part 6 of the General Conditions - CHANGES IN THE WORK.

GC 3.6 SUPERVISION

3.6.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.

3.6.2 The appointed representative shall represent the *Contractor* at the *Place of the Work*. Information and instructions provided by the *Consultant* to the *Contractor*'s appointed representative shall be deemed to have been received by the *Contractor*, except with respect to Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1 The *Contractor* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:

.1 enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform their work as provided in the *Contract Documents*;

.2 incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Subcontractors* and *Suppliers*; and

.3 be as fully responsible to the *Owner* for acts and omissions of *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.7.2 The *Contractor* shall indicate in writing, if requested by the *Owner*, those *Subcontractors* or *Suppliers* whose bids have been received by the *Contractor* which the *Contractor* would be prepared to accept for the performance of a portion of the *Work*. Should the *Owner* not object before signing the *Contract*, the *Contractor* shall employ those *Subcontractors* or *Suppliers* so identified by the *Contractor* in writing for the performance of that portion of the *Work* to which their bid applies.

3.7.3 The *Owner* may, for reasonable cause, at any time before the *Owner* has signed the *Contract*, object to the use of a proposed *Subcontractor* or *Supplier* and require the *Contractor* to employ one of the other subcontract bidders.

3.7.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences occasioned by such required change.

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3.7.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.7.6 The *Owner*, through the *Consultant*, may provide to a *Subcontractor* or *Supplier* information as to the percentage of the *Subcontractor*'s or *Supplier*'s work which has been certified for payment.

GC 3.8 LABOUR AND PRODUCTS

3.8.1 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.

3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*.

3.8.3 The *Contractor* shall maintain good order and discipline among the *Contractor*'s employees engaged on the *Work* and shall not employ on the *Work* anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

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

GC 3.10 SHOP DRAWINGS

3.10.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.10.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of other contractors.

3.10.3 Upon request of the *Contractor* or the *Consultant*, they shall jointly prepare a schedule of the dates for provision, review and return of *Shop Drawings*.

3.10.4 The *Contractor* shall provide *Shop Drawings* in the form specified, or if not specified, as directed by the *Consultant*.

3.10.5 *Shop Drawings* provided by the *Contractor* to the *Consultant* shall indicate by stamp, date and signature of the person responsible for the review that the *Contractor* has reviewed each one of them.

3.10.6 The *Consultant*'s review is for conformity to the design concept and for general arrangement only.

3.10.7 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Contractor* for approval.

3.10.8 The *Contractor* shall review all *Shop Drawings* before providing them to the *Consultant*. The *Contractor* represents by this review that:

.1 the *Contractor* has determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and

.2 the *Contractor* has checked and co-ordinated each *Shop Drawing* with the requirements of the *Work* and of the *Contract Documents*.

3.10.9 At the time of providing *Shop Drawings*, the *Contractor* shall expressly advise the *Consultant* in writing of any deviations in a *Shop Drawing* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance or rejection of such deviation expressly in writing.

3.10.10 The *Consultant*'s review shall not relieve the *Contractor* of responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents*.

3.10.11 The *Contractor* shall provide revised *Shop Drawings* to correct those which the *Consultant* rejects as inconsistent with the *Contract Documents,* unless otherwise directed by the *Consultant*. The *Contractor* shall notify the *Consultant* in writing of any revisions to the *Shop Drawings* other than those requested by the *Consultant*.

3.10.12 The *Consultant* will review and return *Shop Drawings* in accordance with the schedule agreed upon, or, in the absence of such schedule, with reasonable promptness so as to cause no delay in the performance of the *Work*.

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GC 3.11 USE OF THE WORK

3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.

3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.

GC 3.12 CUTTING AND REMEDIAL WORK

3.12.1 The *Contractor* shall perform the cutting and remedial work required to make the affected parts of the *Work* come together properly.

3.12.2 The *Contractor* shall co-ordinate the *Work* to ensure that the cutting and remedial work is kept to a minimum.

3.12.3 Should the *Owner*, the *Consultant*, other contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

3.12.4 Cutting and remedial work shall be performed by specialists familiar with the *Products* affected and shall be performed in a manner to neither damage nor endanger the *Work*.

GC 3.13 CLEANUP

3.13.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the *Owner*, other contractors or their employees.

3.13.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK, the *Contractor* shall remove waste products and debris, other than that resulting from the work of the *Owner*, other contractors or their employees, and shall leave the *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.

3.13.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, other contractors or their employees.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Contract Documents*. The scope of work or costs included in such cash allowances shall be as described in the *Contract Documents*.

4.1.2 The *Contract Price*, and not the cash allowances, includes the *Contractor*'s overhead and profit in connection with such cash allowances.

4.1.3 Expenditures under cash allowances shall be authorized by the *Owner* through the *Consultant*.

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, the *Contractor* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the *Work* under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Contractor*'s overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.

4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the amount of each cash allowance and the actual cost of the work under that cash allowance.

4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.

4.1.7 The *Contractor* and the *Consultant* shall jointly prepare a schedule that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.

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GC 4.2 CONTINGENCY ALLOWANCE

4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Contract Documents*.

4.2.2 The contingency allowance includes the *Contractor*'s overhead and profit in connection with such contingency allowance.

4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 The *Owner* shall, at the request of the *Contractor*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Contractor* reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*.

5.1.2 The *Owner* shall give the *Contractor Notice in Writing* of any material change in the *Owner*'s financial arrangements to fulfill the *Owner*'s obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement - PAYMENT may be made monthly as the *Work* progresses.

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties.

5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

5.2.4 The *Contractor* shall submit to the *Consultant*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.

5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Consultant* may reasonably direct and when accepted by the *Consultant*, shall be used as the basis for applications for payment, unless it is found to be in error.

5.2.6 The *Contractor* shall include a statement based on the schedule of values with each application for payment.

5.2.7 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

5.3.1 After receipt by the *Consultant* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 - APPLICATIONS FOR PROGRESS PAYMENT:

.1 the *Consultant* will promptly inform the *Owner* of the date of receipt of the *Contractor*'s application for payment,

.2 the *Consultant* will issue to the *Owner* and copy to the *Contractor*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly advise the *Contractor* in writing giving reasons for the amendment,

.3 the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement - PAYMENT on or before 20 calendar days after the later of:

- receipt by the *Consultant* of the application for payment, or
- the last day of the monthly payment period for which the application for payment is made.

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GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one *Working Day*, deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for a review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

5.4.2 The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 20 calendar days after receipt of the *Contractor*'s list and application:

.1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or

.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*.

5.4.3 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall:

.1 submit an application for payment of the holdback amount,

.2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

5.5.2 After the receipt of an application for payment from the *Contractor* and the statement as provided in paragraph 5.5.1, the *Consultant* will issue a certificate for payment of the holdback amount.

5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Contractor*.

5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the first calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

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

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5.6.2 In the Province of Quebec, where, upon application by the *Contractor*, the *Consultant* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Contractor* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Consultant*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.

5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Contractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.

5.7.2 The *Consultant* will, no later than 10 calendar days after the receipt of an application from the *Contractor* for final payment, review the *Work* to verify the validity of the application and advise the *Contractor* in writing that the application is valid or give reasons why it is not valid.

5.7.3 When the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment.

5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 - WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement - PAYMENT.

GC 5.8 WITHHOLDING OF PAYMENT

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

GC 5.9 NON-CONFORMING WORK

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

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

6.1.1 The *Owner*, through the *Consultant*, without invalidating the *Contract*, may make:
- .1 changes in the *Work* consisting of additions, deletions or other revisions to the *Work* by *Change Order* or *Change Directive*, and
- .2 changes to the *Contract Time* for the *Work*, or any part thereof, by *Change Order*.

6.1.2 The *Contractor* shall not perform a change in the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

6.2.1 When a change in the *Work* is proposed or required, the *Consultant* will provide the *Contractor* with a written description of the proposed change in the *Work*. The *Contractor* shall promptly present, in a form acceptable to the *Consultant*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

6.2.2 When the *Owner* and *Contractor* agree to the adjustments in the *Contract Price* and *Contract Time* or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the work performed as the result of a *Change Order* shall be included in the application for progress payment.

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GC 6.3 CHANGE DIRECTIVE

6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.

6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.

6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.

6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.

6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:

.1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.

.2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.

.3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.

6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:

.1 salaries, wages and benefits paid to personnel in the direct employ of the *Contractor* under a salary or wage schedule agreed upon by the *Owner* and the *Contractor*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Contractor*, for personnel

(1) stationed at the *Contractor*'s field office, in whatever capacity employed;

(2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;

(3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, and coordination drawings; or

(4) engaged in the processing of changes in the *Work*.

.2 contributions, assessments or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work* as provided in paragraph 6.3.7.1;

.3 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;

.4 all *Products* including cost of transportation thereof;

.5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;

.6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;

.7 all equipment and services required for the *Contractor*'s field office;

.8 deposits lost;

.9 the amounts of all subcontracts;

.10 quality assurance such as independent inspection and testing services;

.11 charges levied by authorities having jurisdiction at the *Place of the Work*;

.12 royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor*'s obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;

.13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;

.14 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Contractor* is liable;

.15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;

.16 removal and disposal of waste products and debris; and

.17 safety measures and requirements.

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6.3.8 Notwithstanding any other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work*. Any cost due to failure on the part of the *Contractor* to exercise reasonable care and diligence in the *Contractor*'s attention to the *Work* shall be borne by the *Contractor*.

6.3.9 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the *Work* attributable to the *Change Directive* and shall provide the *Consultant* with copies thereof when requested.

6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Contractor*'s pertinent documents related to the cost of performing the *Work* attributable to the *Change Directive*.

6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the *Work* performed as the result of a *Change Directive* is eligible to be included in progress payments.

6.3.12 If the *Owner* and the *Contractor* do not agree on the proposed adjustment in the *Contract Time* attributable to the change in the *Work*, or the method of determining it, the adjustment shall be referred to the *Consultant* for determination.

6.3.13 When the *Owner* and the *Contractor* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.1 If the *Owner* or the *Contractor* discover conditions at the *Place of the Work* which are:

.1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Work* which differ materially from those indicated in the *Contract Documents*; or

.2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,

then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.

6.4.2 The *Consultant* will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the *Contractor*'s cost or time to perform the *Work*, the *Consultant*, with the *Owner*'s approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 - CHANGE DIRECTIVE.

6.4.3 If the *Consultant* finds that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* will report the reasons for this finding to the *Owner* and the *Contractor* in writing.

6.4.4 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 - ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

6.5.1 If the *Contractor* is delayed in the performance of the *Work* by an action or omission of the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.

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

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6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:

.1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),

.2 fire, unusual delay by common carriers or unavoidable casualties,

.3 abnormally adverse weather conditions, or

.4 any cause beyond the *Contractor*'s control other than one resulting from a default or breach of *Contract* by the *Contractor*,

then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, *Consultant* or anyone employed or engaged by them directly or indirectly.

6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Consultant* not later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.

6.5.5 If no schedule is made under paragraph 2.2.13 of GC 2.2 - ROLE OF THE CONSULTANT, then no request for extension shall be made because of failure of the *Consultant* to furnish instructions until 10 *Working Days* after demand for such instructions has been made.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 If the *Contractor* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim against the *Contractor* for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party and to the *Consultant*.

6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:

.1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and

.2 keep such records as may be necessary to support the claim.

6.6.3 The party making the claim shall submit within a reasonable time to the *Consultant* a detailed account of the amount claimed and the grounds upon which the claim is based.

6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at such intervals as the *Consultant* may reasonably require, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

6.6.5 The *Consultant's* findings, with respect to a claim made by either party, will be given by *Notice in Writing* to both parties within 30 *Working Days* after receipt of the claim by the *Consultant*, or within such other time period as may be agreed by the parties.

6.6.6 If such finding is not acceptable to either party, the claim shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION.

PART 7 DEFAULT NOTICE

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

7.1.1 If the *Contractor* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Contractor*'s insolvency, or if a receiver is appointed because of the *Contractor*'s insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Contractor*'s right to continue with the *Work*, by giving the *Contractor* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.1.2 If the *Contractor* neglects to prosecute the *Work* properly or otherwise fails to comply with the requirements of the *Contract* to a substantial degree and if the *Consultant* has given a written statement to the *Owner* and *Contractor* that sufficient cause exists to justify such action, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing* that the *Contractor* is in default of the *Contractor*'s contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.

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7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner*'s instructions if the *Contractor*:
.1 commences the correction of the default within the specified time, and
.2 provides the *Owner* with an acceptable schedule for such correction, and
.3 corrects the default in accordance with the *Contract* terms and with such schedule.

7.1.4 If the *Contractor* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
.1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* provided the *Consultant* has certified such cost to the *Owner* and the *Contractor*, or
.2 terminate the *Contractor*'s right to continue with the *Work* in whole or in part or terminate the *Contract*.

7.1.5 If the *Owner* terminates the *Contractor*'s right to continue with the *Work* as provided in paragraphs 7.1.1 and 7.1.4, the *Owner* shall be entitled to:
.1 take possession of the *Work* and *Products* at the *Place of the Work*; subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*; finish the *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense, and
.2 withhold further payment to the *Contractor* until a final certificate for payment is issued, and
.3 charge the *Contractor* the amount by which the full cost of finishing the *Work* as certified by the *Consultant*, including compensation to the *Consultant* for the *Consultant*'s additional services and a reasonable allowance as determined by the *Consultant* to cover the cost of corrections to work performed by the *Contractor* that may be required under GC 12.3 - WARRANTY, exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference, and
.4 on expiry of the warranty period, charge the *Contractor* the amount by which the cost of corrections to the *Contractor*'s work under GC 12.3 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Contractor* the difference.

7.1.6 The *Contractor*'s obligation under the *Contract* as to quality, correction and warranty of the work performed by the *Contractor* up to the time of termination shall continue after such termination of the *Contract*.

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

7.2.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner*'s insolvency, or if a receiver is appointed because of the *Owner*'s insolvency, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.

7.2.2 If the *Work* is suspended or otherwise delayed for a period of 20 *Working Days* or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Contractor* or of anyone directly or indirectly employed or engaged by the *Contractor*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, terminate the *Contract* by giving the *Owner Notice in Writing* to that effect.

7.2.3 The *Contractor* may give *Notice in Writing* to the *Owner*, with a copy to the *Consultant*, that the *Owner* is in default of the *Owner*'s contractual obligations if:
.1 the *Owner* fails to furnish, when so requested by the *Contractor*, reasonable evidence that financial arrangements have been made to fulfill the *Owner*'s obligations under the *Contract*, or
.2 the *Consultant* fails to issue a certificate as provided in GC 5.3 - PROGRESS PAYMENT, or
.3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by arbitration or court, or
.4 the *Owner* violates the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER, confirms by written statement to the *Contractor* that sufficient cause exists.

7.2.4 The *Contractor*'s *Notice in Writing* to the *Owner* provided under paragraph 7.2.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Contractor* may, without prejudice to any other right or remedy the *Contractor* may have, suspend the *Work* or terminate the *Contract*.

7.2.5 If the *Contractor* terminates the *Contract* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

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PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by findings of the *Consultant* as provided in GC 2.2 - ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions - DISPUTE RESOLUTION.

8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.2.3 to 8.2.8 of GC 8.2 - NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.3 - RETENTION OF RIGHTS apply to that dispute with the necessary changes to detail as may be required.

8.1.3 If a dispute is not resolved promptly, the *Consultant* will give such instructions as in the *Consultant*'s opinion are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Contractor* costs incurred by the *Contractor* in carrying out such instructions which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Work*.

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

8.2.1 In accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, the parties shall appoint a Project Mediator

.1 within 20 *Working Days* after the *Contract* was awarded, or

.2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.

8.2.2 A party shall be conclusively deemed to have accepted a finding of the *Consultant* under GC 2.2 - ROLE OF THE CONSULTANT and to have expressly waived and released the other party from any claims in respect of the particular matter dealt with in that finding unless, within 15 *Working Days* after receipt of that finding, the party sends a *Notice in Writing* of dispute to the other party and to the *Consultant*, which contains the particulars of the matter in dispute and the relevant provisions of the *Contract Documents*. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing* setting out particulars of this response and any relevant provisions of the *Contract Documents*.

8.2.3 The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

8.2.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.2.2, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing.

8.2.5 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.2.4 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.

8.2.6 By giving a *Notice in Writing* to the other party and the *Consultant*, not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.2.5, either party may refer the dispute to be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

8.2.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.2.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.2.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

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8.2.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.2.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.2.6 shall be

.1 held in abeyance until

(1) *Substantial Performance of the Work*,

(2) the *Contract* has been terminated, or

(3) the *Contractor* has abandoned the *Work*,

whichever is earlier; and

.2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.2.6.

GC 8.3 RETENTION OF RIGHTS

8.3.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions - DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.3 of GC 8.1 – AUTHORITY OF THE CONSULTANT.

8.3.2 Nothing in Part 8 of the General Conditions - DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.2.6 of GC 8.2 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 The *Contractor* shall protect the *Work* and the *Owner*'s property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Contractor*'s operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:

.1 errors in the *Contract Documents*;

.2 acts or omissions by the *Owner*, the *Consultant*, other contractors, their agents and employees.

9.1.2 Before commencing any work, the *Contractor* shall determine the location of all underground utilities and structures indicated in the *Contract Documents* or that are reasonably apparent in an inspection of the *Place of the Work*.

9.1.3 Should the *Contractor* in the performance of the *Contract* damage the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work*, the *Contractor* shall be responsible for making good such damage at the *Contractor*'s expense.

9.1.4 Should damage occur to the *Work* or *Owner*'s property for which the *Contractor* is not responsible, as provided in paragraph 9.1.1, the *Contractor* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner*'s property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.

9.2.2 Prior to the *Contractor* commencing the *Work*, the *Owner* shall,

.1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and

.2 provide the *Consultant* and the *Contractor* with a written list of any such substances that are known to exist and their locations.

9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substances exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.

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9.2.5 If the *Contractor*

.1 encounters toxic or hazardous substances at the *Place of the Work*, or

.2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*,

which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall

.3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by applicable legislation at the *Place of the Work*, and

.4 immediately report the circumstances to the *Consultant* and the *Owner* in writing.

9.2.6 If the *Owner* and *Contractor* do not agree on the existence, significance of, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and the *Contractor*.

9.2.7 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Owner* shall promptly at the *Owner's* own expense:

.1 take all steps as required under paragraph 9.2.4;

.2 reimburse the *Contractor* for the costs of all steps taken pursuant to paragraph 9.2.5;

.3 extend the *Contract* time for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in 9.2.6 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay; and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.2.8 If the *Owner* and *Contractor* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were brought onto the place of the *Work* by the *Contractor* or anyone for whom the *Contractor* is responsible, the *Contractor* shall promptly at the *Contractor's* own expense:

.1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the place of the *Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and

.4 indemnify the Owner as required by GC 12.1 - INDEMNIFICATION.

9.2.9 If either party does not accept the expert's findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions - Dispute Resolution. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided by GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES.

GC 9.3 ARTIFACTS AND FOSSILS

9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place or Work* shall, as between the *Owner* and the *Contractor*, be deemed to be the absolute property of the *Owner*.

9.3.2 The *Contractor* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Consultant* upon discovery of such items.

9.3.3 The *Consultant* will investigate the impact on the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Contractor's* cost or time to perform the *Work*, the *Consultant*, with the *Owner's* approval, will issue appropriate instructions for a change in the *Work* as provided in GC 6.2 - CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

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

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GC 9.5 MOULD

9.5.1 If the *Contractor* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,

.1 the observing party shall promptly report the circumstances to the other party in writing, and

.2 the *Contractor* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould, and

.3 if the *Owner* and *Contractor* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and determine such matters. The expert's report shall be delivered to the *Owner* and *Contractor*.

9.5.2 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was caused by the *Contractor*'s operations under the *Contract*, the *Contractor* shall promptly, at the *Contractor*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 make good any damage to the *Work*, the *Owner*'s property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.1.3, and

.4 indemnify the *Owner* as required by GC 12.1 - INDEMNIFICATION.

9.5.3 If the *Owner* and *Contractor* agree, or if the expert referred to in paragraph 9.5.1.3 determines that the presence of mould was not caused by the *Contractor*'s operations under the *Contract*, the *Owner* shall promptly, at the *Owner*'s own expense:

.1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and

.2 reimburse the *Contractor* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 - PROTECTION OF WORK AND PROPERTY, and

.3 extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor* and the expert referred to in paragraph 9.5.1.3 and reimburse the *Contractor* for reasonable costs incurred as a result of the delay, and

.4 indemnify the *Contractor* as required by GC 12.1 - INDEMNIFICATION.

9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions - DISPUTE RESOLUTION. If such desagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 - MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the bid closing except for *Value Added Taxes* payable by the *Owner* to the *Contractor* as stipulated in Article A-4 of the Agreement - CONTRACT PRICE.

10.1.2 Any increase or decrease in costs to the *Contractor* due to changes in such included taxes and duties after the time of the bid closing shall increase or decrease the *Contract Price* accordingly.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

10.2.1 The laws of the *Place of the Work* shall govern the *Work*.

10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.

10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.

10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.

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10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will make the changes required to the *Contract Documents* as provided in GC 6.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 - CHANGE ORDER and GC 6.3 - CHANGE DIRECTIVE.

10.2.6 If the *Contractor* fails to advise the *Consultant* in writing; and fails to obtain direction as required in paragraph 10.2.5; and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes; the *Contractor* shall be responsible for and shall correct the violations thereof; and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

10.2.7 If, subsequent to the time of bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

10.3.1 The *Contractor* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Contractor* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Contractor* or anyone for whose acts the *Contractor* may be liable.

10.3.2 The *Owner* shall hold the *Contractor* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor*'s performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied to the *Contractor* as part of the *Contract Documents*.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Prior to commencing the *Work*, again with the *Contractor*'s application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor*'s application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.

10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Contractor* shall provide such evidence of compliance by the *Contractor* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12.1 - INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC Insurance Requirements in effect at the time of bid closing except as hereinafter provided:

.1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.

.2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

.3 Aircraft or Watercraft Liability Insurance when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*

.4 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:

(1) 10 calendar days after the date of *Substantial Performance of the Work*;

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(2) on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*;
(3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.

.5 Boiler and machinery insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.

.6 The "Broad form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. In the event of loss or damage:
(1) the *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Contractor*;
(2) the *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner*'s interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor*'s interest in the restoration of the *Work*; and
(3) to the *Work* arising from the work of the *Owner*, the *Owner*'s own forces or another contractor, the *Owner* shall, in accordance with the *Owner*'s obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.

.7 Contractors' Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.

11.1.2 Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Consultant*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Contractor*.

11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

11.1.6 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Contractor*'s insurance policy becoming due for renewal, and record any agreement in a *Change Order*.

11.1.7 If a revised version of CCDC 41 – INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may request the increased coverage from the Contractor by way of a *Change Order*.

11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to the revision of CCDC 41 – INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

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

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

PART 12 INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY

GC 12.1 INDEMNIFICATION

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

.1 caused by:

(1) the negligent acts or omissions of the party from whom indemnification is sought or anyone for whose acts or omissions that party is liable, or

(2) a failure of the party to the *Contract* from whom indemnification is sought to fulfill its terms or conditions; and

.2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.2.2 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.

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

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

.1 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 in effect at the time of bid closing.

.2 In respect to losses suffered by the *Owner* and the *Contractor* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 – CONTRACT PRICE or $2,000,000, but in no event shall the sum be greater than $20,000,000.

.3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.1.2.1 and 12.1.2.2 shall apply.

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

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

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

.1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and

.2 arising out of the *Contractor*'s performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.

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

.1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known;

.2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

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GC 12.2 WAIVER OF CLAIMS

12.2.1 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Contractor* waives and releases the *Owner* from all claims which the *Contractor* has or reasonably ought to have knowledge of that could be advanced by the *Contractor* against the *Owner* arising from the *Contractor*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Contractor* by third parties for which a right of indemnification may be asserted by the *Contractor* against the *Owner* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 12.1.4 or 12.1.5 of GC 12.1 – INDEMNIFICATION; and

.4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.2 The *Contractor* waives and releases the *Owner* from all claims referenced in paragraph 12.2.1.4 except for those referred in paragraphs 12.2.1.2 and 12.2.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.3 Subject to any lien legislation applicable to the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Contractor* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Contractor* arising from the *Owner*'s involvement in the *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:

.1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;

.2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Contractor* pursuant to the provisions of this *Contract*;

.3 claims for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 12.1.4 of GC 12.1 - INDEMNIFICATION;

.4 damages arising from the *Contractor*'s actions which result in substantial defects or deficiencies in the *Work*. "Substantial defects or deficiencies" mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;

.5 claims arising pursuant to GC 12.3 - WARRANTY; and

.6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.

12.2.4 The *Owner* waives and releases the *Contractor* from all claims referred to in paragraph 12.2.3.4 except claims for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:

.1 any limitation statute of the Province or Territory of the *Place of the Work*; or

.2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.

12.2.5 The *Owner* waives and releases the *Contractor* from all claims referenced in paragraph 12.2.3.6 except for those referred in paragraph 12.2.3.2, 12.2.3.3 and those arising under GC 12.3 – WARRANTY and claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.

12.2.6 "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:

.1 a clear and unequivocal statement of the intention to claim;

.2 a statement as to the nature of the claim and the grounds upon which the claim is based; and

.3 a statement of the estimated quantum of the claim.

12.2.7 The party giving "*Notice in Writing* of claim" as provided for in GC 12.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.

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12.2.8 Where the event or series of events giving rise to a claim made under paragraphs 12.2.1 or 12.2.3 has a continuing effect, the detailed account submitted under paragraph 12.2.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.

12.2.9 If a *Notice in Writing* of claim pursuant to paragraph 12.2.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph 12.2.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

12.2.10 If a *Notice in Writing* of claim pursuant to paragraph 12.2.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim shall be received pursuant to paragraph12.2.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.3 WARRANTY

12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.

12.3.2 The *Contractor* shall be responsible for the proper performance of the *Work* to the extent that the design and *Contract Documents* permit such performance.

12.3.3 The *Owner*, through the *Consultant*, shall promptly give the *Contractor Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.

12.3.4 Subject to paragraph 12.3.2, the *Contractor* shall correct promptly, at the *Contractor*'s expense, defects or deficiencies in the *Work* which appear prior to and during the one year warranty period.

12.3.5 The *Contractor* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.3.4.

12.3.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.3.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor to the benefit of the *Owner*. The *Contractor*'s responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.

Note: This contract is protected by copyright. Use of a CCDC 2 document not containing a CCDC 2 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 2 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 2 – 2008 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada

SUPPLEMENTARY CONDITIONS

The Standard Construction Document CCDC-2 2008 for Stipulated Price Contract, English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications.

All references in this contract to the *Owner* shall refer to the entity identified in the Agreement Between *Owner* and *Contractor*, but all rights, benefits, or entitlements reserved to the *Owner* under the terms of this contract shall equally accrue to and be jointly or severally enforceable by *Owner*.

Where an Article, Definition, General Condition or paragraph thereof is deleted by these Supplementary Conditions, the numbering of the remaining Article, Definition, General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-9 – CONFLICT OF INTEREST

Add new Article A-9 – Conflict of Interest:

9.1 The *Contractor*, all of the *Subcontractors,* and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest includes the use of *Confidential Information* where the *Owner* has not specifically authorized such use.

9.2 The *Contractor* shall disclose to the *Owner*, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.

9.3 A breach of this Article by the *Contractor*, any of the *Subcontractors,* or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies that the *Owner* has in the *Contract*, in law, or in equity.

DEFINITIONS

Add the following definitions:

a. Affected Party and Affected Parties

Affected Party and *Affected Parties* have the meaning set out in GC 13.6.4

b. As-Built Drawings

As-Built Drawings means drawings prepared by the *Contractor* by marking on a copy of the Drawings the changes from the Drawings which occur during construction including, but are not limited to the exact location of major building components that were shown generally on the Drawings.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

GC 1.1 CONTRACT DOCUMENTS

.1 Add new sentence to the end of paragraph 1.1.6:

1.1.6 The S*pecifications* and Drawings are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the Contract Documents will be construed to Place responsibility on the Consultant to settle disputes among the *Subcontractors* and Suppliers or as between them and the Contractor with respect to such divisions.

.2 Add new subparagraph 1.1.7.5:

1.1.7.5 noted materials and annotations shall take precedence over graphic indications.

.3 Delete paragraph 1.1.8 in its entirety and substitute new paragraph 1.1.8:

1.1.8 The *Owner* shall provide the *Contractor*, without charge, a PDF digital copy of the *Contract Documents. The Contractor is responsible for printing of copies.*

GC 1.4 ASSIGNMENT

.1 Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1:

1.4.1 The *Owner* may assign the *Contract* or a portion thereof without the consent of the *Contractor*, where such assignment is to an entity undertaking the *Project*. The Contractor may not assign the Contract or a portion thereof without the consent of the Owner, and the granting of such consent shall be in the Owner's discretion, not to be unreasonably withheld.

GC 2.4 DEFECTIVE WORK

.1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Owne*r or the *Consultant*.

2.4.1.2 When applicable, the *Contractor* shall give priority to the correction of any defective work or deficiencies which the *Owner* determines adversely affect its day-to-day operations.

GC 3.1 CONTROL OF THE WORK

.1 Add new paragraph 3.1.3:

3.1.3 Prior to commencing the *Work*, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for the proper completion of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent in the *Contract Documents*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain *Supplemental Instructions* from

the *Consultant* before proceeding with any part of the affected work.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

.1 Add new subparagraph 3.2.3.4:

3.2.3.4 Subject to General Condition 9.4 - CONSTRUCTION SAFETY, where paragraph 3.2.4 of General Condition 3.2 - CONSTRUCTION BY OWNER OR OTHER CONTRACTORS applies, for the *Owner's* own forces and for other contractors performing work identified in the *Contract Documents*, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the constructor as that term is defined in the *Occupational Health and Safety Act*, R.S.O 1990, c. O.1, as amended.

GC 3.4 DOCUMENT REVIEW

.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The *Contractor* shall review the Contract Documents and shall report promptly to the *Consultant* any error, inconsistency, or omission the *Contractor* may discover. Such review by the *Contractor* shall be undertaken with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered through the exercise of the required standard of care. 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*.

.2 Add new paragraph 3.4.2:

3.4.2 If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, the *Contractor* shall immediately notify the *Consultant*, and request a *Supplemental Instruction, Change Order,* or *Change Directive,* as the case may require. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

GC 3.8 LABOUR AND PRODUCTS

.1 Delete paragraph 3.8.2 and replace with new paragraph 3.8.2:

3.8.2 Unless otherwise specified in the Contract Documents, Products provided shall be new and as specified. The *Contractor* shall not provide substitutions for specified Products without the express written consent of the Consultant and the Owner.

.2 Add new paragraph 3.8.4:

3.8.4 The *Contractor* shall comply with all requirements set out in the *Fair Wage Program Labour Conditions*. The hours of work, the rates of wages paid, and the working conditions shall be in accordance with the Labour

Conditions and applicable Schedule of Fair Wage Rates, included therein, as amended from time to time.

GC 3.11 USE OF THE WORK

.1 Add new paragraph 3.11.3:

3.11.3 The *Contractor* shall abide by and enforce directives and policies regarding signs, advertisements, fires and smoking at the *Place of the Wor*k as directed by the *Owner*.

Add new General Conditions 3.14, 3.15, and 3.16:

GC 3.14 PERFORMANCE BY CONTRACTOR

3.14.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract,* the performance of the *Contractor's* obligations, duties, and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill, and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

3.14.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:

.1 the personnel it assigns to the *Project* are appropriately experienced;

.2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and

.3 there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.15 RIGHT OF ENTRY

3.15.1 The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before *Substantial Performance of the Work*, if, in the reasonable opinion of the *Consultant* and *Contractor*, such entry or occupation does not prevent or substantially interfere with the *Contractor's* completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract*.

GC 4.1 CASH ALLOWANCES

.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash

allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

.2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

.3 Add new paragraph 4.1.8:

4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

.1 Add to the end of paragraph 5.2.7 the following new sentence:

5.2.7 Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* notwithstanding that title has passed to the *Owner* pursuant to General Condition 13.1 - OWNERSHIP OF MATERIALS.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3:

5.4.3 Immediately prior to the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor*, in consultation with the *Consultant*, shall establish reasonable dates for finishing the *Work* and correcting deficiencies.

.2 Add new paragraphs 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8 and 5.4.9:

5.4.4 Within 7 calendar days of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall publish a copy of the certificate in a construction trade newspaper (as that term is defined in the *Construction Act* or the regulations promulgated thereunder) and shall provide to the *Consultant* and the *Owner* the date of publication and the name of the construction trade newspaper in which the publication occurred. If the *Contractor* fails to comply with this provision, the *Owner* may publish a copy of the certificate and charge the *Contractor* with the costs so incurred.

5.4.5 Prior to submitting its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* all:

.1 guarantees;
.2 warranties;

.3 certificates;
.4 testing and balancing reports;
.5 distribution system diagrams;
.6 spare parts;
.7 maintenance manuals;
.8 samples;
.9 existing reports and correspondence from authorities having jurisdiction in the *Place of the Work*;
.10 As-Built Drawings

and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the *Place of the Work*.

5.4.6 Where the *Contractor* is unable to deliver the documents and materials

Project in a material way, the failure to deliver shall not be grounds for the *Consultant* to refuse to certify *Substantial Performance of the Work*. If the *Contractor* fails to deliver any of the materials required in subparagraphs 5.4.5.7 or 5.4.5.8, the *Consultant* shall retain from the payment of holdback under General Condition 5.5 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, the amount set out in paragraph 5.4.7, until the materials required pursuant to subparagraphs 5.4.5.7 or 5.4.5.8 are delivered, provided the *Owner*, within 40 calendar

days after publication of the applicable certification or declaration of *Substantial Performance of the Work*, publishes a notice of non-payment in the form prescribed by the *Construction Act*.

5.4.7 The amount to be retained by the *Consultant* as contemplated in subparagraphs 5.2.10 and 5.4.6 is as follows:

.1 where the *Contract Price* is less than $100,000 the amount to be retained is $5,000;

.2 where the *Contract Price* is greater than $100,000 but less than $500,000, the amount to be retained is 5% of the *Contract Price;*

.3 where the *Contract Price* is greater than $500,000 but less than $5,000,000, the amount to be retained is the greater of $25,000 or 3% of the *Contract Price;*

.4 where the *Contract Price* is greater than $5,000,000, the amount to be retained is 1.5% of the *Contract Price* up to a maximum of $1,000,000.00.

5.4.8 Except for payment of holdback, from which amounts can only be retained or withheld in accordance with the *Construction Act*, should the *As-Built Drawings* not be delivered in accordance with subparagraph 5.2.10 or any documents or materials not be delivered in accordance with paragraph 5.4.5 by the earlier of 50 days following the date of *Substantial Performance of the Work* and the submission of the *Contractor's* application for final payment under paragraph 5.7.1 of General Condition 5.7 – FINAL PAYMENT, then the amount previously retained pursuant to paragraph 5.2.10 or 5.4.7 shall be forfeit to the *Owner* as compensation for the damages deemed to have been incurred by the *Owner*, and not as a penalty, arising from the failure to deliver documents or materials, and the

Contract Price shall be reduced accordingly.

5.4.9 Together with the submission of its written application for *Substantial Performance of the Work*, the *Contractor* shall submit to the *Consultant* and to the *Owner* a statutory declaration setting forth in reasonable detail any then outstanding and unresolved disputes or claims between the *Contractor* and any *Subcontractor* or *Supplier,* including any claims allegedly arising from delay, which are, directly or indirectly, related to any then outstanding or anticipated disputes or claims between the *Contractor* and the *Owner,* and this disclosure shall, at a minimum:

.1 identify the parties involved;

.2 identify the amount in dispute;

.3 provide a brief statement summarizing the position of each party;

.4 include copies of any correspondence or documents in support of either party's position;

.5 include copies of any documents of any court or arbitration process related to the matter;

.6 identify the dispute or claim between the *Contractor* and the *Owner* to which the matter relates; and

.7 include a copy of any written agreement or a summary of any oral agreement between the parties related to resolution of the matter.

The disclosure requirements detailed herein are of a continuing nature and survive completion of the *Work*. Accordingly, the *Contractor* shall supplement the information provided with the original statutory declaration with additional materials pertaining to new or existing disputes or claims, as they become available. The *Contractor* shall not be entitled to recover from the *Owner* any amount pertaining to any claim or dispute referred to in this paragraph, if the provisions of this paragraph have not been fully complied with. For greater certainty, the *Contractor* is not obliged to make the aforementioned disclosure with respect to any dispute or claim that is not related to or does not touch upon any then outstanding and unresolved dispute or claim between the *Contractor* and the *Owner*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Add new subparagraph 5.5.1.3:

5.5.1.3 submit a statement that no written notices of lien have been received by it.

.2 Delete from line 1 of paragraph 5.5.2, the words, “the statement” and substitute the words:

“the documents”.

.3 Delete paragraph 5.5.3 in its entirety.

.4 Delete paragraph 5.5.4 in its entirety and substitute new paragraph 5.5.4:

5.5.4 The statutory holdback amount authorized by the certificate for payment referred to in paragraph 5.5.2 is due and payable on the day following the expiry of the holdback period specified in the *Construction Act* for the retention of holdback funds following *Substantial Performance of the Work*, unless (i) a claim for lien has been registered against title to the *Place of the Work*; (ii) the *Owner* has received a valid written notice of lien in respect of

the *Work*; or (iii) the *Owner* has published a notice of non-payment in the form prescribed by the *Construction Act* prior to the 40th calendar day following the publication of the certificate of *Substantial Performance of the Work*.

GC 5.7 FINAL PAYMENT

.1 Delete paragraph 5.7.1 in its entirety and substitute new paragraph 5.7.1:

5.7.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5. The *Work* shall be deemed not to be performed until all of the aforementioned documents have been delivered.

.2 Delete from the first line of paragraph 5.7.2 the words, "calendar days" and substitute the words:

"*Working Days*".

.3 Delete from the second line of paragraph 5.7.4 the words, "calendar days" and substitute the words:

"*Working Days*".

GC 6.2 CHANGE ORDER

.1 Add new paragraphs 6.2.3, 6.2.4, 6.2.5 and 6.2.6 as follows:

6.2.3 The *Contractor* may apply mark-ups for overhead and profit to approved changes to the *Contract Price* as follows:

.1 15% for work carried out by the *Contractor's* own forces; and

.2 10% for work carried out by *Subcontractors*.

Similarly, *Subcontractors* shall be entitled to apply mark-up for overhead and profit as follows:

.3 15% for work carried out by their own forces; and

.4 10% for work carried out by their *subcontractors*.

6.2.4 In no event shall the maximum aggregate mark-up applied by all levels of contract for overhead and profit exceed 40% of an approved change.

6.2.5 Where the cost of a proposed change is a credit to the *Contract Price*, such credit shall be exclusive of the *Contractor's* overhead and profit.

6.2.6 The *Contractor's* overhead includes without limitation all site and head office costs including head office personnel, insurance and bonding (except where additional bonding is at the *Owner's* expense pursuant to sub-

paragraph 11.2.3), traveling costs, financing costs including those related to hold back; the salaries, premiums for overtime or shift time unless otherwise approved by the *Owner* in writing prior to the *Work* being performed, and other miscellaneous employee benefits of superintendents and sub-trade superintendence, engineers, timekeepers, accountants, clerks, watch persons and security, office administration; processing correspondence, changes, shop drawings, engineering, *As-Built Drawings*, maintenance manuals and all other documents required to be provided prior to certification of *Substantial Performance* of the *Work*, costing and accounting, payroll, technical staff, and all other site supervision staff above foreperson employed directly on the *Work*; coordination with other trades affected, use of temporary offices, plant, tools and equipment including operators, sheds, storage compounds and other general temporary site support facilities and all utilities used therein; first aid, safety and protection measures, including training; licences and permits; scheduling; temporary protection; daily clean up; disposal; garbage chute; scaffolding; hoisting and unloading; commissioning; cutting and patching,
health and Safety, cleanup and shall be applied to both extras and credits equally.

GC 6.3 CHANGE DIRECTIVE

.1 Delete subparagraph 6.3.7.1(1) and replace it with:

"(1) carrying out the work, including necessary supervisory services;"

.2 Delete subparagraph 6.3.7.1(2) and replace it with

"(2) intentionally left blank."

.3 Amend subparagraph 6.3.7.1(3) so that, as amended, it reads:

"(3) engaged in the preparation of *Shop Drawings,* fabrication drawings, coordination drawings and *As-Built Drawings*: or…"

.4 Amend subparagraph 6.3.7.1(4) so that, as amended, it reads:

"(4) including clerical staff engaged in processing changes in the *Work*."

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

.1 Add new paragraph 6.4.5:

6.4.5 If the *Contractor* was given access to the *Place of the Work* prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that it carefully investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required by paragraph 3.14.1. In those circumstances, notwithstanding the provisions of paragraph 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation, because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

GC 6.5 DELAYS

.1 Add new paragraph 6.5.6.

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone directly or indirectly employed or engaged by the *Contractor,* or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any Sub consultants, project managers, or others employed or engaged by the *Owner*.

C 9.1 PROTECTION OF WORK AND PROPERTY

.1 Add new paragraph 9.1.5:

9.1.5 With respect to any damage to which paragraph 9.1.4 applies, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

.2 Add new paragraph 9.1.6:

9.1.6 The *Contractor* shall be responsible for securing the *Place of Work* at all times and shall take all reasonable precautions necessary to protect the *Place of Work*, its contents, materials (including *Owner*-supplied materials) and the public from loss or damage during and after working hours. Where the Consultant or the *Owner* deems the provision of security guard services to be necessary, the *Contractor* shall provide those services at the *Owner's* expense.

GC 9.4 CONSTRUCTION SAFETY

.1 Add new paragraphs 9.4.2, 9.4.3 and 9.4.4:

9.4.2 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:

.1 a current Workplace Safety & Insurance Board Clearance Certificate;

.2 copies of the *Contractor's* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;

.3 documentation setting out the *Contractor's* in-house safety programs;

.4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as "constructor" under the *Occupational*

Health and Safety Act, R.S.O 1990, c. O.1, as amended.

9.4.3 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the *Occupational Health and Safety Act*, R.S.O 1990, c. O.1, as amended, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.

9.4.4 The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the *Contractor* with respect to occupational health and safety and related matters. Prior to admission to the *Place of the Work*, the *Contractor* may, as a condition of admission, require any other contractor or the *Owner's* own forces to sign a written acknowledgement in the following form:

Acknowledgement

The undersigned acknowledges that the *Work* it will perform on behalf of the *Owner* requires it to enter a *Place of the Work* which is under the total control of a *Contractor* that has a *Contract* with the *Owner*, pursuant to which the *Contractor* has assumed overall responsibility for compliance with all aspects of the applicable health and safety legislation, including all the responsibilities of the "constructor" under the *Occupational Health and Safety Act*, R.S.O 1990, c. O.1, as amended, as well as responsibility to co-ordinate and schedule the activities of our *Work* with the *Work* of the *Contractor* under its *Contract*. The undersigned agrees to comply with the *Contractor*'s directions and instructions with respect to health, safety, co-ordination, and scheduling and acknowledges that its failure to do so will be cause for termination of employment or of the undersigned's *Contract* with the *Owner,* as the case may be. The undersigned also agrees to have the *Contractor* named as an additional insured on any comprehensive liability insurance policy, where such insurance is required.

_____
Name:
Title:
Date:

GC 9.5 MOULD

.1 Add to subparagraph 9.5.2.3 immediately before the comma, the following new words:

"and as a result of the delay"

.2 Delete subparagraph 9.5.3.4 in its entirety.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

.1 Add to the end of paragraph 10.2.4 the following words:

10.2.4 "The *Contractor* shall notify the Chief Building Official or the registered code agency, where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the *Ontario Building Code*. The *Contractor* shall be present at each site inspection by an inspector or registered code agency. If any laws, ordinances, rules, regulations, or codes conflict, the more stringent shall govern."

GC 10.4 WORKERS' COMPENSATION

.1 Add to subparagraph 10.4.1 immediately after the first comma, the following new words:

"again with each application for progress payment, and"

.2 Add to the beginning of subparagraph 10.4.2 the following new words:

"The *Contractor* shall ensure that each *Subcontractor* complies with the workers' compensation legislation at the *Place of the Work.*

END OF DOCUMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-166

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs to access funds for the Rural Economic Development Program.

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 Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule “A” hereto. This Agreement is to access funds for the Rural Economic Development Program.

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 August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "**Province**")

- and -

CORPORATION OF THE CITY OF SAULT STE MARIE

CRA # 122023120

(the "**Recipient**")

In consideration of the mutual covenants and agreements contained in this agreement (the “Agreement”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “Parties”) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms and Conditions,
Schedule “B” – Operational Requirements and Additional Provisions,
Schedule “C” – Project Description,
Schedule “D” – Financial Information,
Schedule “E” – Payments and Reports,
And any amending agreement entered into as provided below,

Constitutes the entire agreement between the Parties, with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representation and agreements.

2.0 COUNTERPARTS

2.1 This Agreement may only be executed in any number of counterparts, each of which will be deemed
an original, but all of which together will constitute one and the same instrument.

2.2 Both Parties consent to and agree to accept electronic signatures, (as defined in the *Electronic Commerce Act*, 2000), as binding the Parties to the terms and conditions of this Agreement.

3.0 AMENDING AGREEMENT

3.1 This agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees:

(a) It has read and understands the provisions contained in the entire Agreement;

(b) It will be bound by the terms and conditions in the entire Agreement;

(c) By receiving and using the Funds provided under this Agreement that it may become subject to the *BPSAA*, the *PSSDA* and the *AGA*;

(d) The Funds are:

(i) To assist the Recipient to carry out the Project and not to provide goods or services to the Province, and

(ii) Funding for the purposes of the *BPSAA*, the *PSSDA* and the *AGA*;

(e) The Province is not responsible for managing or carrying out the Project; and

(f) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Alan Crawley
Title: A/Director, Rural Programs Branch
Date:

I have the authority to bind the Crown pursuant to delegated authority.

CORPORATION OF THE CITY OF SAULT STE MARIE

Name: Rachel Tyczinski
Title: City Clerk
Date:

Name: Christian Provenzano
Title: Mayor
Date:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

ARTICLE 1
INTERPRETATION AND DEFINITIONS

A.1.1 ***Interpretation.*** For the purposes of interpreting the Agreement:

(a) Unless specifically defined otherwise in this Agreement, words in the singular include the plural and vise versa;

(b) Words in one gender include all genders;

(c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;

(d) Any reference to dollars or currency will be in Canadian dollars and currency;

(e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;

(f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise; and

(g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles.

A.1.2 ***Definitions.*** In the Agreement, the following terms will have the following meaning:

"Additional Terms And Conditions" means the terms and conditions specified in sections A.8.1 and B.2 of this Agreement.

"*AGA*" means the *Auditor General Act, 1990*

"Agreement" means this contract between the Province and the Recipient,

"Arm's Length" has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

"*BPSAA*" means the *Broader Public Sector Accountability Act, 2010*.

"Budget" means the budget attached to section D.2 of this Agreement.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory holidays of the Province and any other day on which the Province is closed for business.

"Claim Submission Deadline" means the date or dates set out under section E.1 (b) of this Agreement.

"Contract" means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

"Cost-Share Funding Percentage" means the percentage the Province will pay toward the Recipient's Eligible Costs, as set out under section D.1.1 of this Agreement.

"Effective Date" means the date on which this Agreement is effective, as set out under section B.1.1 of this Agreement.

"Eligible Costs" means those costs set out under in the Guidelines and which the Province has approved as eligible for reimbursement under the terms of this Agreement and also includes any additional costs permitted under section D.2 of this Agreement.

"Event of Default" has the meaning ascribed to it in section A.14.1 of this Agreement.

"Expiration Date" means the date on which this Agreement will expire, as set out under section B.1.2 of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

"*FAA*" means the *Financial Administration Act*.

"Failure" means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

"Final Report" means a final Report on the Project in the form set out in section E.2 (a) of this Agreement.

"*FIPPA*" means the *Ontario Freedom of Information and Protection of Privacy Act*.

"Funding Year" means:

(a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;

(b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

"Funds" means the money the Province provides to the Recipient pursuant to this Agreement.

"Guidelines" means the documents of the Province setting out the criteria governing the operation of the Program, that were made available on the Program website, at the time the Recipient applied for funding from the Program

"Holdback" means the amount set out under section D.1.3 of this Agreement.

"Incurred" in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred.

"Indemnified Parties" means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

"Ineligible Costs" means those costs set out in the Guidelines as ineligible for reimbursement by the Province and includes any additional costs identified as ineligible under section D.2.2 of this Agreement.

"Maximum Funds" means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of this Agreement.

"Minister" means the Minister of Agriculture, Food and Rural Affairs or such other Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, R.S.O. 1990, c. E. 25, as amended.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*.

"Notice" means any communication given or required to be given pursuant to this Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient, unless the context implies otherwise.

"Program" means the program created by the Province entitled Rural Economic Development Program under *Order-in-Council 201/2011*, as amended.

"Project" means the undertaking described in Schedule "C" of this Agreement.

"Project Approval Date" means the same as the Effective Date, as set out in section B.1.1 of this Agreement.

"Project Completion Date" means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.3 of Schedule "B" of this Agreement.

"*PSSDA*" means the *Public Sector Salary Disclosure Act, 1996*.

"Reports" means the reports set out under Schedule "E" of this Agreement.

"Requirements of Law" means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

"Timelines" means the Project schedule set out in Schedule "B".

A.1.3 ***Conflict.*** Subject to section 8.1 of Schedule "A" of this Agreement, in the event of a conflict between this Schedule "A" of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" of the Agreement will prevail.

ARTICLE A.2
REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 ***General.*** The Recipient represents, warrants and covenants that:

(a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;

(b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;

(c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;

(d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and

(e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

A.2.2 ***Execution of Agreement.*** The Recipient represents and warrants that it has:

(a) The full power and authority to enter into this Agreement; and

(b) Taken all necessary actions to authorize the execution of this Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

(a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) Procedures to ensure the ongoing effective functioning of the Recipient;

(c) Procedures to enable the Recipient to manage the Funds prudently and effectively;

(d) Procedures to enable the Recipient to successfully complete the Project;

(e) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

(f) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

(g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A.2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

A.2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

(a) Any changes that affect its representations, warranties and covenants under sections A.2.1, A.2.2 or A.2.3 of this Agreement during the Term of the Agreement;

(b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement; and

(c) Any change in ownership or ownership structure.

ARTICLE A.3
FUNDS AND CARRYING OUT THE PROJECT

A.3.1 Funds Provided. The Province will:

(a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;

(b) Provide the Funds to the Recipient in accordance with section D.2 of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section E.1 of this Agreement;

(c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and

(d) Deposit the Funds into an account designated by the Recipient, provided that account:

(i) Resides at a Canadian financial institution, and

(ii) Is in the name of the Recipient.

A.3.2 Limitation On Payment Of Funds. Despite section A.3.1 of this Agreement:

(a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A.10.2 of this Agreement;

(b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;

(c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article A.6 of this Agreement;

(d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or

(ii) Recover Funds already paid to the Recipient; or

(iii) Terminate the Agreement pursuant to section A.13.1 of this Agreement;

(e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article A.6 of this Agreement; and

(f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

A.3.3 Use Of Funds And Project. The Recipient will:

(a) Carry out the Project in accordance with the terms and conditions of this Agreement;

(b) Complete the Project by the Project Completion Date;

(c) Not use the Funds for Ineligible Costs;

(d) Use the Funds only:

(i) For Eligible Costs that are necessary for the purposes of carrying out the Project; and

(ii) For those activities set out in section C.3. of this Agreement; and

(e) Use the Funds only in accordance with the Budget.

A.3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

A.3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

A.3.6 No Payment of Funds until Eligible Expenses are approved. The Province will provide the Funds to the Recipient for Eligible Costs upon receipt of proof of the expense and according to the Budget only. The Province shall not advance any of the Funds to the Recipient.

A.3.7 ***No Provincial Payment Of Interest.*** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A.3.8 ***Maximum Funds.*** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A.3.9 ***Rebates, Credits And Refunds.*** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A.3.10 **Funding, Not Procurement.** The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A.4
RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A.4.1 ***Acquisition.*** If the Recipient acquires goods or services or both with the Funds, it will:

(a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and

(b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

A.4.2 ***Contracts.*** The Recipient will ensure that all Contracts:

(a) Are consistent with this Agreement;

(b) Do not conflict with this Agreement;

(c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;

(d) Require that any parties to those Contracts comply with all Requirements of Law; and

(e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A.6 of this Agreement .

A.4.3 ***Disposal.*** The Recipient:

(a) Will, where Ontario’s contribution to the cost of an asset created or purchased using the Funds, exceeds twenty-five thousand dollars ($25,000.00) at the time of purchase or creation of the asset, retain ownership of the asset for at least two (2) years from the Expiration Date of this Agreement; unless otherwise provided under this Agreement or directed by the Province in writing; and

(b) Will not, without the Province’s prior written consent, lease or otherwise encumber assets referred to under section A.4.3(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event the Recipient does not comply with section A.4.3 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under section A.4.3.

ARTICLE A.5
CONFLICT OF INTEREST

A.5.1 No Conflict Of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

A.5.2 Conflict Of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) The Recipient; or

(b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

A.5.3 Disclosure To The Province: The Recipient will:

(a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

(b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A.6
REPORTING, ACCOUNTING AND REVIEW

A.6.1 Preparation And Submission. The Recipient will:

(a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;

(b) Submit to the Province (at the address referred to in section B.1.5 of this Agreement) all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by the Province from time to time and ensure that all reports are:

(i) Completed to the satisfaction of the Province; and

(ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A.6.2 Records Maintenance. The Recipient will keep and maintain:

(a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and

(b) All non-financial documents and records relating to the Funds or otherwise to the Project.

A.6.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

(a) Inspect and copy the records and documents referred to in section A.6.2 of this Agreement;

(b) Remove any copies made pursuant to section A.6.3(a) of this Agreement from the Recipient's premises; and

(c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A.6.4 Disclosure. To assist in respect of the rights set out under section A.6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.6.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.6.6 Auditor General. For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE A.7
COMMUNICATIONS

A.7.1 Acknowledgement And Support. Unless otherwise directed by the Province, the Recipient will:

(a) acknowledge the support of the Province in the form and manner set out under section B.1.6 of this Agreement.

(b) The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A.7.2 Publication By The Province. The Recipient agrees that the Province may, in addition to any obligations the Province may have under FIPPA, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A.8
ADDITIONAL TERMS AND CONDITIONS

A.8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE A.9
INDEMNITY

A.9.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

A.9.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.9.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A.9.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A.9.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A.10
INSURANCE

A.10.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000.00) per occurrence. The policy will include the following:

(a) A cross-liability clause;

(b) Contractual liability coverage;

(c) A thirty (30) day written notice of cancellation or termination provision.

A.10.2 Proof Of Insurance. The Recipient will:

(a) Upon request of the Province provide the Province with either:

(i) Certificates of insurance that confirm the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in the request, or

(ii) Other proof that confirms the insurance coverage required under section A10.1 of this Schedule "A" is in place within the time limit set out in that request; and

(b) In the event that:

(i) A claim is made against the Province in relation to this Agreement, and

(ii) The insurer does not agree to defend and indemnify the Province in relation to that claim, make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A.10.1 of this Agreement.

ARTICLE A.11
TERMINATION ON NOTICE

A.11.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A.11.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A.11.1 of this Agreement, the Province may take one or more of the following actions:

(a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;

(b) Cancel any further payments of the Funds;

(c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) Permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b) of this Agreement; and

(ii) Subject to section A.3.8 of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A.12
TERMINATION WHERE NO APPROPRIATION

A.12.1 Termination Where No Appropriation. If, as provided for in sections A.3.2(d) of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.12.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A.12.1 of this Agreement, the Province may take one or more of the following actions:

(a) Cancel any further payments of the Funds;

(b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A.12.2(b)of this Agreement.

A.12.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A.12.2(c) of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A.13
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.13.1 Events Of Default. Each of the following events will constitute an Event of Default:

(a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:

(i) Carry out the Project;

(ii) Use or spend the Funds;

(iii) Provide, in accordance with section A.6.1, Reports or any such other reports as may have been requested pursuant to section A.6.1(b), under this Agreement; or

(iv) The Recipient fails to follow any directions that the Province provides under this Agreement.

(b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;

(c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) The Recipient ceases to operate.

A.13.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) Provide the Recipient with an opportunity to remedy the Event of Default;

(c) Suspend the payment of Funds for such a period as the Province determines appropriate;

(d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;

(e) Cancel any further payments of the Funds;

(f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;

(h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and

(i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.13.3 Opportunity To Remedy. If, in accordance with section A.13.2(b) of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) The particulars of the Event of Default; and

(b) The Notice Period.

A.13.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A.13.2(b) of this Agreement, and;

(a) The Recipient does not remedy the Event of Default within the Notice Period;

(b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period or initiate any one or more of the actions provided for in sections A.13.2(a), (c), (d), (e), (f), (g), (h) and (i) of this Agreement.

A.13.5 When Termination Effective. Termination under Article A.13 of this Agreement will take effect as set out in the Notice.

ARTICLE A.14
LIMITED TERMINATION OF AGREEMENT

A.14.1 Limited Termination Of Agreement. Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Articles A.11, A.12 or A.13 of this Agreement, the Province may limit such termination to one or more activities set out under Article C.3 of this Agreement without terminating this Agreement as a whole.

A.14.2 Impact Of Limited Termination Of The Agreement. If the Province exercises its right under section A.14.1 of this Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A.15
FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article A.13 of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may, at its sole and absolute discretion, adjust the amount of any further payments of Funds accordingly.

ARTICLE A.16
REPAYMENT

A.16.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

(a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or

(b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.16.2 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.16.3 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

A.16.4 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A.16.5 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A.17
NOTICE

A.17.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.7 of this Agreement or as either Party later designates to the other by Notice.

A.17.2 Notice Given. Notice will be deemed to have been given:

(a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or

(b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A.17.3 Postal Disruption. Despite section A.17.2(a) of this Agreement, in the event of a postal disruption,

(a) Notice by postage-prepaid mail will not be deemed to be received; and

(b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A.18
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.18.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE A.19
SEVERABILITY OF PROVISIONS

A.19.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A.20
WAIVER

A.20.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.17 of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE A.21
INDEPENDENT PARTIES

A.21.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A.22
ASSIGNMENT OF AGREEMENT OR FUNDS

A.22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A.22.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A.23
GOVERNING LAW

A.23.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A.24
FURTHER ASSURANCES

A.24.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A.25
JOINT AND SEVERAL LIABILITY

A.25.1 Joint And Several Liability. Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A.26
RIGHTS AND REMEDIES CUMULATIVE

A.26.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A.27
JOINT AUTHORSHIP

A.27.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A.28
FAILURE TO COMPLY WITH OTHER AGREEMENT

A.28.1 Other Agreements. If the Recipient:

(a) Has committed a Failure;

(b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A.29
SURVIVAL

A.29.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles A.1 and any other applicable definitions, A.9, A.16, A.17, A.19, A.20, A.23, A.24, A.26, A.27, and A.28 as well as sections A.3.2, A.3.4, A.3.8, A.3.9, A.6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A.6.2, A.6.3, A.6.4, A.6.5, A.6.6, A.11.2, A.12.2, A.13.1, A.13.2, A.13.4 of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section A.4.3 of this Agreement shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “B” FOLLOWS]

SCHEDULE "B"
OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

ARTICLE B.1
OPERATIONAL REQUIREMENTS

B.1.1 ***Effective Date.*** The Effective Date of this Agreement is: **May 4, 2021**

B.1.2 ***Expiration Date.*** The Expiration Date of this Agreement is: **June 1, 2023**

B.1.3 ***Project Completion Date.*** The Project Completion Date is: **June 1, 2022**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months,
provided that:

(a) The proposed extended date is at least 6 months prior to the Expiration Date

(b) The request is made in writing to the address in section B.1.6 of this Agreement; and

(c) The request is approved by the Province in writing.

Extensions of the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.4 ***Submission Of Publications For Approval And Reports.*** All Reports and Project-related publications under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Administrative Service Representative, Agriculture and Rural Programs Unit

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.5 **Recognition Of Provincial Support:** In addition to the requirements under section A.7.1 of this Agreement, the Recipient will acknowledge the Province's support for the Project in the following manner: "The project is funded in part by the Ontario Ministry of Agriculture, Food and Rural Affairs".

B.1.6 ***Providing Notice.*** All Notices under this Agreement shall be provided to:

	The Province:	**The Recipient:**
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	Corporation Of The City Of Sault Ste Marie
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	PO Box 580, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Attention:	A/Director, Rural Programs Branch	Paul Sayers, Labour Force Development Coordinator
Email:	RED@ontario.ca	p.sayers@cityssm.on.ca

or any other person identified by the Parties in writing through a Notice.

ARTICLE B.2
ADDITIONAL TERMS AND CONDITIONS

B.2.1 ***Notice Of Recipient's Insolvency.*** The Recipient will:

(a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and

(b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

B.2.2 **Special Circumstances** The Parties recognize and acknowledge, that at the time of entering into this Agreement; due to restrictions under the Emergency Management and Civil Protection Act, R.S.O. 1990, and its regulations, put in place in response to an ongoing pandemic known as the CoVID19 pandemic; there were and continue to be limitations on the activities permitted under law (the "Limitations").

B.2.2.1 **Notice of Special Circumstances** Should the Limitations, defined in section B.2.2 of this Agreement, result in a delay in completing the Project or Reports; the Recipient shall immediately notify the Province in writing. The notification from the Recipient should include:

(i) The specific reasons for the delay;

(ii) The nature of the delay; and

(iii) What the Recipient has done and plans to do to mitigate the delay.

B.2.2.2 **Response to Notice of Special Circumstances** Upon receiving a Notice of Special Circumstances (as described in section B.2.2.1 of this Agreement) from the Recipient; the Province will, acting reasonably and in a timely manner, take the following steps;

(i) Review the notification provided by the Recipient to determine what possible action(s), if any, could be taken to advance the successful completion of the Project;

(ii) Provide the Recipient with Notice of the Province's determination of what actions will be taken in response to the Notice of Special Circumstances provided by the Recipient, (including any actions the Recipient will be required to take to address the Special Circumstances); and

(iii) Prepare any amendments to the Agreement which the Province determines at its sole and absolute discretion, are needed.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]

SCHEDULE “C”
PROJECT DESCRIPTION

C.1 PROJECT NAME

Sault Ste. Marie Health Care Attraction and Retention Campaign

C.2 PROJECT STREAM

Economic Diversification and Competitiveness Stream

C.3 PROJECT OBJECTIVE

The City of Sault Ste. Marie will develop a health care attraction and retention campaign to attract/retain skilled workers in the health care sector.

PROJECT ACTIVITIES ELIGIBLE FOR FUNDING INCLUDE
Marketing & promotion
Video, photo and creative content
virtual & in-person trade shows

All activities identified above will be completed by the Project Completion Date identified under section B.1.3 of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “D” FOLLOWS]

SCHEDULE "D"
PROJECT FINANCIAL INFORMATION

ARTICLE D.1
FUNDING INFORMATION

D.1.1 ***Cost-Share Funding Percentage.*** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.

[Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.]

D.1.2 ***"Maximum Funds"***. The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is $75,000.00

D.1.3 ***Holdback.*** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

ARTICLE D.2
COSTS

D.2.1 **Eligible Costs.** Eligible Costs are those costs or percentage of a cost defined as Eligible Costs in the Guidelines and are limited to costs which the Province has determined, at its sole and absolute discretion, to be costs properly and reasonably incurred, paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project.

For greater clarity, Eligible Costs are those costs that are:

(a) Incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;

(b) Paid by the Recipient to an Arm's Length third party;

(c) Consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;

(d) If related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.3.1 of this Agreement; and

(e) In the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

D.2.2 ***Incurring Eligible Costs.*** The Recipient will incur Eligible Costs as described in section D.2.1 and in accordance with the following Project Budget chart and no later than by the Project Completion Date:

BUDGET OF PROVINCIAL CONTRIBUTION					
FUNDING YEAR	**QUARTER 1 (APR. – JUN.)**	**QUARTER 2 (JUL. – SEP.)**	**QUARTER 3 (OCT. – DEC.)**	**QUARTER 4 (JAN. – MAR.)**	**FUNDING YEAR TOTAL**
The lesser of 50.00% of Eligible Costs, up to the maximum listed below:					
2021-22	$0.00	$18,750.00	$18,750.00	$18,750.00	$56,250.00
2022-23	$18,750.00	$0.00	$0.00	$0.00	$18,750.00
MAXIMUM PROVINCIAL FUNDS FOR THE PROJECT					**$75,000.00**

D.2.3 ***Ineligible Costs.*** Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.2.1 of this Agreement or were not approved by the Province in writing before the Recipient incurred the costs. Ineligible Costs include but are not limited to:

(a) Any cost incurred prior to the Effective Date or after the Project Completion Date;

(b) Any cost that will be funded or reimbursed through any other agreement with any third party other than other ministries, agencies and organizations of the Government of Ontario.

(c) Any cost associated with providing any Reports to the Province pursuant to Schedule “E” or other information required by the Province; and

(d) Any cost associated with lobbying the Province, including other Ministries, agencies and organizations of the Government of Ontario;

ARTICLE D.3
TRAVEL AND MEAL COSTS

D.3.1 In order to be considered Eligible Costs, travel and meal costs must be:

(a) Identified in section C.3 of this agreement

(b) Incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is reimbursed by the Funds;

(c) Aligned with the most current Travel, Meal and Hospitality Expenses Directive (a copy will be provided upon request).

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE “E” FOLLOWS]

SCHEDULE "E"
PAYMENTS AND REPORTS

E.1 ***Claim Submission Requirements.*** The Recipient shall submit claims electronically using the Province's claims portal. Instructions on receiving access to the portal will be provided to the Recipient by the Province at the time of approval. Claims shall be provided as set out in the table below. Claims are not considered delivered until reviewed and approved by the Province.

	Name of Claim	Due Date
(a)	Progress Update and Claim Statement	A minimum of one claim must be submitted prior to the final claim, unless waived at the sole and absolute direction of the Province.
(b)	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date.

E.2 ***Reporting Requirements.*** Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

	Name of Report	Due Date
1.	Final Report	The Final Report is to be completed and submitted to the Province on or before: **Project Completion + 4 months** A copy of the Final Report Template will be provided to you upon request.
2.	Other Reports Any other Report regarding the Project or evidence of project completion that the Province requests.	As directed by the Province.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-167

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and AECOM Canada Limited to provide consulting engineering services for the City of Sault Ste. Marie in relation to an Asset Management of core infrastructure.

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 August 9, 2021 between the City and AECOM Canada Limited, a copy of which is attached as Schedule “A” hereto. This Agreement is to provide consulting engineering services for the City of Sault Ste. Marie in relation to an Asset Management of core infrastructure

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 August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

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Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

Asset Management Plan
Consulting Engineering Services

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 9th **day of** August **20** 21

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

AECOM Canada Limited

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Provide consulting engineering services for the City of Sault Ste. Marie in relation to Asset Management of core infrastructure.

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:

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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. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** 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

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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.

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional 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

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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

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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 confidentially, 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.

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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 is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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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.

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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.

N/A

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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.

Refer to the attached City of Sault Ste Marie Request for Proposal and AECOM's Proposal dated June 9, 2021 re: Asset Management Plan - Consulting Engineering Services

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Refer to the attached City of Sault Ste Marie Request for Proposal and AECOM's Proposal dated June 9, 2021 re: Asset Management Plan - Consulting Engineering Services

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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

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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 $210,000 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 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 or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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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.

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3.3.3 Lump Sum Does Not Apply

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.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Rick Talvitie	Name	
Title	Associate Vice President	Title	

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_____Day of_____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

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ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents ifrequired.

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:

	Attached
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	☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

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Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

The Corporation of the
City of Sault Ste. Marie

Corporate Services
Finance Department
Purchasing Division

Karen Marlow
Manager of Purchasing

Request for Proposal

Asset Management Plan – Consulting Engineering Services

2021PWE-ENG-03-P

May 17, 2021

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APPENDICES

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1. INFORMATION TO PROPONENTS

1.1. Introduction

The intent of this Request for Proposal is to solicit the services of an established consulting firm with the experience and technical abilities to provide consulting engineering services for the City of Sault Ste. Marie in relation to Asset Management of core infrastructure. Other items as may be reasonably assumed to form part of the scope of work shall be included.

1.2. Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format until:

Date: Monday, June 7, 2021
Time: **3:00 p.m. local time (Eastern)**

Late submissions will not be accepted.

Electronic submissions must be sent to the following email address:

Proposals.Purchasing@cityssm.on.ca

with the subject line:

Proposal- Asset Management Plan –Consulting Engineering Services 2021PWE-ENG-03-P

Electronic submissions must be in pdf format only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Proposal are limited to 10 MB or less for mailing purposes. If submission is larger than 10 MB, please send in multiple emails marked as 1 of #, 2 of #, etc. Electronic submissions must be complete in every way meeting the requirements of a printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Proponents should recognize that delays may develop during delivery of electronic submissions of a proposal and submit their proposal well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments immediately**, upon request only,** by mail, courier or hand delivery.

Proposals should be limited to twenty (20) pages, single sided including the Letter of Introduction and appendices. **The Letter of Introduction (required)** must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing. The letter shall also include the following statements:

Confirmation of receipt of specified # addendums (as applicable)

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 __

It will be the proponent's responsibility to clarify any questions before submitting a proposal. The email address to be used for the submission shall be provided by June 1, 2021, in order that it may be whitelisted. It's the responsibility of the proponent to confirm receipt by the City, and it is recommended that this be completed well in advance of the deadline.

A written addendum issued by the City of Sault Ste. Marie is the only means of changing, amending or correcting this RFP. The proposal shall confirm receipt of any addendums issued. In the process of responding to this RFP, the proponent should not utilize any information obtained outside this protocol.

1.3. Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the requirements or intent of this Request for Proposal or identification of any errors or omissions should be addressed **by email only** to Catherine Taddo, Land Development and Environmental Engineer, telephone 705-759-5380, e-mail c.taddo@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Karen Marlow; Manager of Purchasing; telephone 705-759-5298; email k.marlow@cityssm.on.ca.

1.4. Withdrawal of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City prior to the time specified for the submission deadline.

1.5. Informal Proposals

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6. Proposal Evaluation

The successful proponent 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. The proponent shall outline:

1) Consulting Team's ability outlining corporate profile in asset management related to municipal core infrastructure, and have proven project management experience. Preference will be given to those proponents with a history of successful projects in Ontario municipalities.

2) A strong familiarity with the Province's publication "Building Together: Guide for Municipal Asset Management Plans", and Ontario Regulation 588/17;

3) Firm's relevant past experience on similar projects;

4) Qualifications and experience of the Project Manager, senior engineers and key members of the project team, including sub-consultants, with the estimated number of days that they will be committed to the project;

5) Their perceptions of the major obstacles, risks and other factors that will affect the success of this project and indicate how they plan to overcome these challenges. The key factors for measuring progress and success should be identified.

6) Detailed proposed work program methodology;

7) A detailed schedule recognizing critical deliverables, progress meetings and timelines;

8) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall be limited by a fee estimate which the proponent will include in its proposal. The portion of the fee allocated to wastewater assets shall be specified due to budgetary requirements. The successful proponent shall separate fees accordingly on all invoices. No further payment will be made above this figure unless authorized in advance by the City.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion, to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

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 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 Adam Shier, Risk Manager 705-759-5768 or by email to a.shier@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent. Failure to comply with the requirements of this Program will result in loss of the contract.

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: May 17, 2021

(B) Deadline for Questions: June 1, 2021 (Noon, Local Time)

(C) Submission of Proposal: June 7, 2021 (3:00 p.m. Eastern)

(D) Recommendation: Late June 2021

(E) Signing of Agreement: Late June/Early July 2021

(F) Commencement of Services: July 2021

(G) Completion: June 2022

The City reserves the right to alter the scheduling of items B to G. Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

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 & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding the Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

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 section shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

1.15. Agreement for Services

The successful Proponent will be required to enter into an agreement for professional services, such as the MEA-ACEC-Ontario Agreement for Engineering Services subject to Article 5 amendments, with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

2. TERMS OF REFERENCE

2.1. Background

The City of Sault Ste. Marie is proceeding with an asset management plan to comply with the first phase of the Regulatory requirements in respect to its core municipal infrastructure assets. As per Ontario Regulation 588/17 (as amended by Ontario Regulation 192/21), the work required by July 2022 shall form the basis of the current proposed work program. The suggested schedule is outlined in Section 1.9 of the RFP. The work shall also be consistent with the Ministry of Infrastructure's Guide for Municipal Asset Management Plans (Building Together, 2012), where applicable. The plan shall also align with the City of Sault Ste. Marie Strategic Asset Management Policy, as included in Appendix A.

2.2. Scope

The core assets to be included in the program shall include those as defined by the Regulation:

1. **Wastewater assets** that relate to the collection, transmission, treatment or disposal of wastewater, including any wastewater asset that from time to time manages stormwater;

2. **Stormwater management assets** that relates to the collection, transmission, treatment, retention, infiltration, control or disposal of stormwater;

3. **Roads**, and;

4. **Bridges and culverts**.

Background Information Review and Gap Analysis

A background information review and gap analysis will be required involving project initiation and establishing a reporting relation with key City staff from both the Engineering and Public Works Department, the Finance Department, the Sault Ste. Marie Regional Conservation Authority, as well as the PUC operations staff who manage ongoing operations of the City's large wastewater infrastructure. The City works in a coordinated approach with the Sault Ste. Marie Regional Conservation Authority to manage stormwater assets associated with each of our specific mandates. Therefore, it is understood that reports and/or plans maintained by the Conservation Authority may be necessary, to ensure that appropriate data is incorporated into the asset management plan. A critical review of all available reports, programs, studies, contracts and related information to support the project objectives is required. The City had conducted some previous research and associated reports can be made available to successful proponent as background information to their analysis (Stormwater Funding Study Draft Interim Report #2-Feb.2020; Asset Management Plan-Feb.2015). Elements of the scope of this key deliverable will include, at a minimum:

- Virtual Project Initiation Meeting;
- Review municipal goals, asset management policies, background reports and request relevant information;
- Request relevant GIS information;
- Review capital, and O&M planning, programs, and data where applicable;

- Review and compile existing asset values and related condition information;
- Review capital and operating budgets, where applicable;
- Assess the information including validation of submitted information / data sets;

Where applicable, provisional costs should be outlined in the proposal related to work that may be deemed essential to the success of the project, and may not be readily identifiable as a requirement prior to the background information review and gap analysis. Any provisional costs will require further review and approval from the City, prior to proceeding.

Developing Asset Management Hierarchies

In order to meet the requirements of O. Reg 588/17 and to facilitate comprehensive long range asset management planning, the City requires that the infrastructure included under the scope of works of this project be segmented into logical asset hierarchies that are consistently scaled across the entire infrastructure portfolio. The asset hierarchies shall be structured to ensure that assets can be planned and managed according to their unique conditions and requirements including but not limited to:

- Determining life cycle strategies and whole life cycle costs;
- Establishing and maintaining required technical (asset) levels of service;
- Developing asset risk profiles and risk monitoring;
- Establishing and maintaining operating and maintenance plans;
- Establishing available data, data requirements and data maintenance plans, and;
- Developing annual 10-year operating and capital plans.

The vendor will meet with City staff to establish the asset hierarchies to meet the above planning and management needs and define:

- An integrated asset identification system linking together all levels of the asset hierarchy;
- The data required to meet the unique planning and management needs for each asset type;
- The data that is available;
- The data that is not available, and;
- Short-term and long-term options to fill the data gaps.

Wastewater Assets

The City wastewater assets include a network of sanitary sewers and forcemains connected to the City's sanitary pump stations, and two treatment plants. The 25 sanitary pump stations operated by City and PUC staff are summarized as follows:

- 7 large pump stations;
- 17 small sanitary pump stations;
- 1 small landfill pump station connected to a landfill leachate collection system and a network of purge wells.

The two sewage treatment plants are summarized as follows:

1. The Sault Ste. Marie East End Wastewater Treatment Plant (EEWWTP) is located at 2221 Queen Street East. The initial plant was constructed in two stages in 1959 and 1972,

providing primary treatment only. A sludge dewatering facility was added in 1987, and the plant was later upgraded in 2006 to a BNR plan with UV disinfection. The design average flow for Phase I of the plant upgrade is 36.0 MLD. Phase II of the upgrade would increase the average capacity to 54.5 MLD.

2. The West End Plant provides conventional activated sludge treatment for a design capacity of 20 MLD. In 2012, a detailed facility condition assessment was completed for the West End Sewage Treatment Plant. Currently, the City is completing Phase I as part of the recommended upgrades, with subsequent upgrades to follow in future phases.

In 2014 a high level assessment was completed for each of the seven large pump station assets and two treatment plants with a 20-year projected expenditure period, broken down into the following major categories:

- Process;
- Electrical;
- Instrumentation and control;
- Mechanical, and;
- Structural.

The assessments were completed through site visits and interviews with operational staff. The information can be provided by way of background information upon request, however, as part of the scope of work the current information and projections are required to meet the requirements of the Regulation, and the City's budgeting and asset management planning requirements.

The nineteen small pump stations were not included in the original detailed assessment of pump stations. As part of the current asset management planning study, these sites shall be included. The assessment of the small pump stations, shall also include the one storm pump station, which forms part of the stormwater management assets referenced in the next section.

Stormwater Management Assets

The stormwater capital and operations program involves several key areas, including but not limited to the following:

- Stormwater pump station (1);
- Aqueduct inspections, and repairs;
- Capital road works – stormwater, catchbasins, storm sewers, cross culverts;
- Funding to the Sault Ste. Marie Regional Conservation Authority;
- New stormwater initiatives related to the stormwater master plan;
- Camera truck;
- Outfalls;
- Special projects;
- Emergency repairs;
- Stormwater management;
- Shoreline/seawall rehabilitation;
- Snow dumps;
- Pond renewals;
- OGS renewals;
- Other system enhancements, and;

- Operations and maintenance.

Currently, there is an inspection, and upgrade program in place for the City's aqueduct systems. Relevant information can be made available where required to the successful proponent.

In 2017, the City of Sault Ste. Marie initiated a Stormwater Funding Study to review options in relation to implementation of a funding mechanism for stormwater infrastructure. The study is currently on hold, and therefore, work related to stormwater asset management and financial analysis needs to proceed by way of a separate work program at this time, for purposes of the asset management program.

The qualitative descriptions and technical levels of service for stormwater management assets outlined in Table 3 of the Regulation will need to be addressed. The SSMRCA indicates a desire to update the current floodplain mapping and associated data set in due course. Due to the level of effort required, and scope, it is anticipated that updated floodplain mapping would form part of a separate future study, and not be completed as part of the Phase I asset management work. The relevancy of the existing data will need to be assessed, as it relates to the Regulatory asset management requirements. The City does not currently maintain mapping or data on the percentage of properties in the municipality resilient to the 100-year storm, and the 5-year storm. Therefore, this will need to be taken into account when assessing the level of effort required and challenges in addressing asset management requirements for stormwater under the Regulation.

The SSMRCA has provided the following summary that is relevant to their existing studies and mapping:

"The current Flood Plain Mapping that SSMRCA is using has been in place for some time. The information used to make up this data is from a variety of sources. The original flood plain was determined through hydrologic and hydraulic analyses conducted via The Dillon Report (1977), and in The Root River Walker Engineering Report (1987). The Central Creek Environmental Assessment (1979) had associated information/data that were also incorporated into the GIS. All of these sources led to the creation of the Public Information Flood Risk Map through the Canada – Ontario Flood Damage Reduction Program. Currently, the contours for the majority of the City were completed in 1998 in association with J.D. Barnes. As outlined in The Dillon Report (1977), for those areas under the jurisdiction of the SSMRCA, the Regional Storm assigned is the Timmins Storm, which is defined as a rainfall event of 193 millimetres of rain in 12 hours. When the floodplain was calculated, the impact was assessed as if the Timmins Storm (Regional Storm) was centered over each of SSMRCA's watershed(s)."

Roads

1) Description/Quantity: The City owns and maintains over 500 centerline kilometers of roads, totaling approximately 1,200 lane kilometers. They are categorized primarily by surface type and drainage facilities as follows:

    - Class A (high class bituminous asphalt surface, curb and gutters/storm sewer drainage): 641 lane kilometers

    - Class B (high class bituminous asphalt surface, road side ditch drainage): 292 lane kilometers

- Class C (low class bituminous stone chip surface treatment with roadside ditch drainage): 217 lane kilometers

- Class D (granular surface): 26 lane kilometers

2) Assessment: A summary of the condition of roads, storm and sanitary sewers is completed in the City's Road Management System (RMS). This is an ongoing activity that ensures a condition assessment is completed biennially of all linear road and sewer assets in a consistent form. Appendix B includes a sample of the fields of information in the RMS.

As per Table 4 of Ontario Regulation 588/17, for paved roads in the municipality, the average pavement condition index value (PCI) is required. Proponents shall include a price for PCI values to be included in their proposal.

For unpaved roads Class C and D, the proponent shall score the average surface condition (e.g. excellent, good, fair or poor).

Storm and Sanitary Sewers:

1) Description/Quantity: The City owns and maintains approximately 290 km of storm sewer, 410 km of sanitary sewer and 17 km of sanitary forcemain.

2) Assessment: Both sanitary and storm sewer asset management is linked to the road asset management system given that in order to reconstruct a sanitary sewer, in most cases the entire road will be lost and replaced during construction. Therefore, assessment of storm and sanitary sewers and forcemains are currently done through the RMS. The successful proponent shall include an assessment of the condition of the storm sewers, sanitary sewers, and forcemains, based on recognized and generally accepted good engineering practices where appropriate. Although the City does maintain closed-circuit television (CCTV) records for portions of the network, it is largely completed on an as-needed basis, and previous asset management analyses related to pipe condition have been established on an age-based assessment approach.

   For larger sanitary forcemains serving large pump stations, the City may have detailed condition assessments already completed. Existing assessments include a desktop assessment of the River Road Pump Station forcemain, which included limited test pit locations for physical inspection, and a leak detection study on one of the City's major forcemains.

Bridges and Culverts

The City of Sault Ste. Marie owns 36 vehicular bridges and 11 pedestrian bridges. Biennial structural inspections and OSIM reports are mandated by the Province for bridges and the City undertakes periodic inspection of the structures. These field inspections are summarized in a report that also contains a 10-year capital forecast. The most recent inspections were undertaken in 2020. Any culvert with a span greater than 3m is considered to be a bridge and is included in the bridge inspection reports.

The proponent is to review the most recent bridge inspection reports and extract the information that is required to satisfy the requirements of Table 5 of O. Reg. 558/17. If any information is

required and cannot be found in the OSIM inspection reports for the bridges, the proponent is to include in the work program.

Replacement Values

As part of the scope, replacement values shall be developed for all critical infrastructure as per the legislative requirements. It should be noted that replacement values for purposes of insurance coverage are also required for each of the PUC and City operated pump stations and treatment plants. It is recognized that these replacement values may differ than those required for asset management purposes, and therefore, two replacement values may be required where necessary.

Federal Asset Management Survey

In 2017 and 2019 the City completed a federal asset management survey, which is anticipated to be requested again in 2021. Infrastructure Canada (INFC) and Statistics Canada worked together to develop Canada's Core Public Infrastructure (CCPI) survey. The CCPI survey provides a national snapshot of the stock, condition and performance of public infrastructure across Canada, and is the first national survey to examine core public infrastructure. The survey is anticipated to be completed every 2 years. Therefore, as part of the scope and to ensure consistency with the proposed work plan related to asset management, a contingency value should be established, in order to complete the relevant sections of Canada's Core Public Infrastructure Survey related to the core infrastructure assets as identified in Phase I of Ontario Regulation 588/17. The survey information shall also be provided in digital spreadsheet format that can be readily utilized and updated on an ongoing basis for future surveys.

Landfill assets also form part of the CCPI survey and shall be included in the scope of the survey work. In the past, the survey has requested estimated replacement value, required renewal budget, and actual renewal budget, in addition to other values, which will require assessment and development as part of the scope. General historical survey information can be located at the following site:
https://www.infrastructure.gc.ca/plan/ccpi-ipec-eng.html

Asset Management Software

Currently the City of Sault Ste. Marie utilizes GIS to track assets, however, as part of the scope, consideration shall be given to a proposed software system to maintain data for asset management purposes on an ongoing basis. At a minimum, an excel database shall be provided, that can be utilized by the municipality on an ongoing basis. The Municipality requires the ability to maintain the database and comprehensive asset management plan independently, with the option of returning to a consultant only in the need of major modifications or at the end of the life cycle of the plan. It is anticipated that the plan will be formally updated to meet the next milestones of the legislation for 2024 and 2025.

Key Deliverables

The Consultant shall ensure the following key requirements and deliverables are met:

1) Liaise with key stakeholders.

2) Participate in project meetings throughout the project including, but not limited to: project initiation, staff workshop(s), and monthly progress updates as required. A final presentation of the completed plan to staff is required, with potential for presentation to Council.

3) Asset management plan to comply with the first phase of the Regulatory requirements in respect to its core municipal infrastructure assets. As per Ontario Regulation 588/17, the work required by July 2022 shall form the basis of the current proposed work program. The work shall also be consistent with the Ministry of Infrastructure's Guide for Municipal Asset Management Plans (Building Together, 2012), where applicable.

4) Completion of condition assessments of the assets where required, based on recognized and generally accepted good engineering practices where appropriate, and in keeping with the requirements of the legislation.

5) Digital versions of the plan shall be provided in a method suitable for ongoing updates/edits as may be required, as well as a version suitable for posting on the City's website for public viewing, in keeping with the requirements of the legislation. Ten (10) printed copies of the asset management plan shall be provided.

6) Every asset management plan must indicate how all background information and reports upon which the information required by O. Reg 588/17 paragraph 5(2)3 is based will be made available to the public. A digital file of background information for these purposes, shall form part of the scope, with two (2) printed copies for file.

2.3. Legislation

The Consultant will ensure that all requirements related to the project under federal and provincial legislation are met in full.

2.4. Fee Schedule

Proponents shall provide a fee schedule for the Project reflecting the required scope of services listed in paragraph 1.6 8), and 2.2 above.

It is preferred that the fee schedule be "All Inclusive" with HST shown as extra.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed.

APPENDIX A- Strategic Asset Management Policy

The City of Sault Ste. Marie
Corporate Policy

E-I-14

Subject: Strategic Asset Management Policy
Service Area: Engineering and Planning
Source: Ontario Regulation 588/17, filed under the *Infrastructure for Jobs and Prosperity Act, 2015*
Date: 2019 06 03

1. Background

The City of Sault Ste. Marie (City) provides a range of services to the public. The provision of these services requires the ownership and responsible management of physical assets. It is imperative that the City has a plan to manage these assets in order to meet desired service levels, manage risks, and to provide long-term financial sustainability.

To support its commitment to asset management planning, the City has prepared this Strategic Asset Management Policy which details the policies and principles that together form a framework for the City's asset management process. This framework is intended to enable the City to make consistent and sound decisions, plan for future needs, and build public confidence in municipal infrastructure.

This Strategic Asset Management Policy complies with Ontario Regulation 588/17 filed under the *Infrastructure for Jobs and Prosperity Act, 2015.*

2. Terms and Definitions

For the purpose of this document, the following definitions apply and reflect industry accepted practices, including ISO 55000 – International Standard for Asset Management.

Asset: An item, thing or entity that has potential or actual value to an organization.

Asset Management: coordinated activity of an organization to realize value from assets.

Asset Management Plan: documented information that specifies how the City will achieve the goals articulated in this Strategic Asset Management Policy. At a minimum, the Asset Management Plan needs to comply with the requirements of O. Reg. 588/17.

Lifecycle: Stages involved in the management of an asset.

Level of Service: Parameters or a combination of parameters, which reflect social, political, environmental and economic outcomes that the organization delivers.

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The City of Sault Ste. Marie
Corporate Policy

E-I-14



3. Scope

The Strategic Asset Management Policy applies to all physical assets that enable the City to provide services and require management and long-term planning by the City. These may include natural assets such as drainage channels and aquifers. Generally, the City's asset management planning will include any asset under the City's ownership, regardless of the operating entity. The City will coordinate asset management planning with other organizations and levels of government when their assets connect or are interrelated with the City's assets (e.g., provincial highways crossing municipal roads).

Drinking water infrastructure in the City of Sault Ste. Marie is administered by the Public Utilities Commission of the City of Sault Ste. Marie. Decisions relating to Drinking Water asset operations, renewal, management, financing etc., are governed by the Commission Board.

The determination of scope of costs to be included as 'assets' within the City's asset management process will be consistent with the City's Tangible Capital Assets Policy. The service focus of the City's asset management planning may from time to time require consideration of items that don't meet the minimum capitalization thresholds set out in the Tangible Capital Assets Policy, if these are deemed to be material to the asset management strategy.

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The City of Sault Ste. Marie
Corporate Policy

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4. Asset Management Goals and Objectives

The City's asset management goals and objectives are primarily defined in terms of levels of service provided to City constituents and stakeholders. The City will establish and document realistic, financially viable level of service targets that align with stakeholder expectations and regulatory requirements, and will ensure that these targets are kept up-to-date. The City will ensure that the level of service targets are consistently achieved through development of effective asset management practices.

In addition to the primary goal of meeting service level objectives, the City will develop asset management plans that meet the following goals:

- To provide a planning and management tool that allows for better decision-making regarding resource allocation.
- To provide an asset management process that is effective, achievable and efficient.
- Achieve cost savings by identifying efficiencies and deficiencies early on and then take appropriate action to rehabilitate or renew the assets.
- To plan for and provide stable long-term funding to replace and/or renew and/or decommission assets.
- Provide guidance for infrastructure investment decisions.
- To consider and incorporate asset management in the City's other corporate plans including the Official Plan and the Strategic Plan.
- To consider environmental and social impacts.
- To demonstrate that a full range of available financing and revenue generation tools have been explored as a condition of future provincial funding for infrastructure projects.
- Demonstrate that projects seeking provincial infrastructure funding were reviewed and included in the asset management plan.

The City's asset management plan and its implementation will be evaluated based on the City's ability to meet these goals and objectives.

5. Principles

The City commits to following the principles set out in this section when making asset management decisions.
These principles are designed to encompass those contained in section 3 of the *Infrastructure for Jobs and Prosperity Act*, 2015.

Service delivery – service levels and performance targets will be established and form the basis for strategic asset management decision making. The City will manage risks associated with the defined service levels and performance targets by prioritizing asset management activities in an equitable manner based on risk assessments and cost/benefit

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analysis. The City will ensure that infrastructure planning and investment is focused on promoting community benefits by ensuring alignment with the City's Corporate Strategic Plan and other strategic documents, as identified in section 6 of this policy. Furthermore, the City will ensure that infrastructure planning and investment reflects the community's unique needs and circumstances, and promotes accessibility for persons with disabilities.

Long-term sustainability – As part of its commitment to long-term sustainability, the City will consider potential vulnerabilities that may be caused by climate change. These vulnerabilities will be considered in developing asset management strategies that outline the actions and associated costs that may be required to manage potential risks. The City will review asset design standards, asset lifecycles, asset maintenance requirements, and level of service targets to determine if changes are needed in response to climate change. The City will consider mitigation strategies, disaster planning, and contingency funding as part of its asset management planning. The City will seek to minimize the environmental impacts of infrastructure and will endeavour to make use of acceptable recycled aggregates where appropriate.

Holistic approach – The City will take a holistic approach to asset management that takes into consideration all aspects and stages of the asset lifecycle and the inter-relationships between them. Within this approach, the City will consider not only capital costs, but also significant capital planning costs, operating and maintenance costs, and service performance impacts. The City will approach asset management from a multi-disciplinary perspective, recognizing that there needs to be deliberate collaboration between various areas of the organization, as opposed to optimizing individual assets in isolation.

Fiscal responsibility – The City will use an evidence-based, data driven approach to decision making that balances service levels, risks, and costs, in order to maximize value from assets and services. To improve affordability, the City will strive to reduce the lifecycle cost of asset ownership while satisfying the specified level of service targets. The City will ensure that the asset management financing strategy is based on long-term asset lifecycle needs to help mitigate unexpected tax or user fee fluctuations. The City will consider affordability, indebtedness, and availability of external funding when determining an appropriate level of funding for asset management. Asset management planning will include consideration of capital funding as well as operation and maintenance funding to enable assets to operate optimally.

Innovation and continual improvement – The City views continuous improvement as an essential element of successful asset management. As required by the *Infrastructure for Jobs and Prosperity Act, 2015*, the City will review its asset management progress annually, and will present the findings of these reviews to Council on or before July 1 in each year. The annual review will address the City's progress in implementing its asset management plan, factors impeding the City's ability to implement its asset management

plan, and strategies to address these impeding factors. The annual review will be coordinated by the CAO in consultation with the Asset Management Working Group, as identified in section 7 of this policy. The City will continue to monitor industry best practices and innovation opportunities, and periodically update its asset management process. As part of this commitment to continual improvement, the City will support staff professional development initiatives in this area.

Public engagement – the City will provide opportunities for residents and other interested parties to provide input to asset management planning. The City will ensure that any principles, standards, and guidelines that inform asset management planning and decision making are well-documented and effectively communicated through public engagement.

6. Strategic Alignment & Integration

The City's asset management plan will be aligned with the Corporate Strategic Plan, the City's Official Plan, relevant master plans, and all other strategy and policy documents that have asset management implications.

Following updates or material changes to any of the City's strategic documents, the City will consider potential impacts on the Strategic Asset Management Policy and the Asset Management Plan to ensure continued alignment.

In addition to ensuring alignment between the City's general asset management practices and the City's various strategic documents, the City will ensure that its asset management plans are considered when developing annual budgets and long-term financial plans. The asset management plans, and progress made with respect to their implementation, will be reviewed annually during the budget process. When preparing budget submissions, service area personal will refer to the Asset Management Plan to help them:

1. Identify all potential revenues and expenses (including operating, maintaining, replacing and decommissioning) associated with forthcoming infrastructure decisions;
2. Evaluate the validity and need of each significant new capital asset, including considering the impact on future operating costs; and
3. Incorporate new revenue tools.

The department level submissions prepared by each service area will be evaluated by the Senior Management Team in accordance with the capital budget prioritization process. The financial services personnel will be involved in asset management planning to facilitate the bridge between:

- The financial strategy developed in the asset management plan;
- The budget submissions from each service area; and
- The overall budget process they ultimately oversee.

In accordance with past practice, and consistent with both Ontario Regulation 588/17 as well as the best interest of ratepayers and constituents, the City and the Public Utilities Commission will, to the extent that is practical, have mutual consideration for the coordination of projects and programs within each other's respective asset management plans. To achieve this alignment, the Public Utilities Commission should have ongoing representation in the City's Asset Management Working Group.

7. Roles & Responsibilities

Stakeholder Group	Responsibilities
Council	• Approve the Strategic Asset Management Policy and Asset Management Plan (as updated at least every 5 years) • Receive annual reporting on the status and performance of the City's Asset Management Plan • Review and approve funding associated with Asset Management through the annual budget process • Provide opportunities for the public to provide input into asset management planning – as identified in the Public Engagement principle under section 5 of this policy • Provide resources for implementation of the Strategic Asset Management Policy and Asset Management Plan.
CAO	• Maintain compliance with the asset management policy and provincial asset management regulations • Coordinate annual asset management review and reporting in consultation with the Asset Management Working Group to include: • Progress in implementing the asset management plan; • Factors affecting the ability of the City to implement its asset management plan; • Consultation with department leads; and • Strategies to address these factors, including the adoption of appropriate practices. • Periodic review of the Strategic Asset Management Policy and Asset Management Plan at least every 5 years



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Stakeholder Group	Responsibilities
Asset Management Working Group (comprising representatives from all City departments)	• Define levels of service measures and metrics • Suggest levels of service targets • Incorporate lifecycle costing and levels of service considerations when evaluating competing asset investment needs and developing asset management strategies • Review the Strategic Asset Management Policy and update the Asset Management Plan, at least every 5 years
Residents, Constituents and Stakeholders	• Provide input to the City through participation in City public engagement initiatives and the annual budget process
Public Utilities Commission of the City of Sault Ste. Marie	• In respect of Drinking Water assets, prepare a Strategic Asset Management Policy and an Asset Management Plan in accordance with the Ontario Regulation 588/17 • Maintain ongoing representation and actively participate in the City's Asset Management Working Group to ensure that the Commission's Asset Management Plan aligns with the City's plans
PUC Distribution Inc. (Electricity distribution) and PUC Services Inc. (Streetlights)	• Provide input into the City's asset management planning

8. Review Period

This policy will be reviewed by the CAO, in consultation with the City's Asset Management Working Group, at least every five years (as required by Ontario Regulation 588/17), and following any changes in regulatory requirements.

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APPENDIX B- Road Management System (RMS) Sample Report

RoadSectionNumber	005010
RoadName	LEWIS ROAD
RoadFrom	IRWIN AVE
RoadTo	CLEMENT ST
Type	A
WardNumber	2
SpecDes	NSD
DesignClass	L/R
SurfaceType	A/B
LongName	Asphalt over Brick
NumberOfLanes	2
AADTCount	505
ShoulderWidth	0
Shoulder2Width	0
SurfaceWidth	9.75
StructuralAdequacy	12
SurfaceCondition	11
MaintenanceDemand	7
SanitarySewer	12
Drainage	8
TrafficVolume	5
SpecialUses	5
DesignCriteria	3
ConditionRating	63
Time	C-1-5
TotalCost	$458,500.00
RoadLength	0.55
LaneKM	1.1

AECOM

PROPOSAL

City of Sault Ste. Marie

Asset Management Plan – Consulting Engineering Services

RFP 2021PWE-ENG-03-P

June 9, 2021



AECOM Canada Ltd.
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Ms. Catherine Taddo
Land Development and Environmental Engineer
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

June 9, 2021

Dear Ms. Taddo:

Subject: Request for Proposal Asset Management Plan – Consulting Engineering Services; 2021PWE-ENG-03-P

AECOM submits this proposal to the City of Sault Ste. Marie ("the City") to assist with an asset management plan to comply with the first phase of the regulatory requirements in respect to its core municipal infrastructure assets.

Key advantages of our team are:

- A Local World Leader in Asset Management: AECOM's Asset Management (AM) team is at the forefront of global thinking in asset management and we occupy this unique position as a result of our extensive work in the AM field spanning over two decades. Through this experience we have become highly skilled at facilitating discussions with municipal stakeholders and have unsurpassed insights into AM best practices, risk management and lifecycle analysis, which we will gladly share with the City.
- Specialists in Levels of Service Development: AECOM has been working with municipalities for over two decades to establish and refine performance management frameworks, identify performance improvement opportunities, implement tangible process improvements, and set customer and technical levels of service targets. Our benchmarking programs currently include over 50 Canadian municipalities and function across multiple service areas, including: stormwater, wastewater collection & treatment, water distribution & treatment, solid waste, and transportation (see https://www.nationalbenchmarking.com/).
- Trusted Advisor to the City of Sault Ste. Marie: AECOM has been very active over the past two+ decades as a trusted advisor to the City in undertaking numerous wastewater, stormwater, road and waste management infrastructure renewal and upgrading projects. Many of those past projects included an asset management planning element such as the 2014 high level condition assessment and valuation of the large wastewater assets, the recent stormwater financing study and the ongoing business plan for the waste management system. Our Project Director, Rick Talvitie, P.Eng., will have a prominent role on the City's Asset Management Plan project. Rick has been involved with each of the above-mentioned as well as numerous other related infrastructure projects as detailed in our proposal.

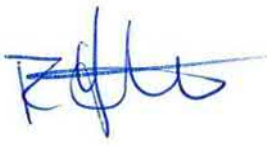
I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes X No __.

We confirm receipt of Addendum 1, dated June 2, 2021 and Addendum 2, dated June 3, 2021.

We thank you for the opportunity to bid on this project. If you have any questions regarding our submission, please contact Chris Lombard at 604.444.6400. Our AECOM team members are looking forward to the opportunity to work with the City of Sault Ste. Marie on this exciting assignment.

Sincerely,
AECOM Canada Ltd.





Chris Lombard, MBA, P.Eng. IAM Cert.
Project Manager
Christiaan.Lombard@aecom.com

Rick Talvitie, P.Eng.
Water Operations Manager – Ontario West
Associate Vice President – Canada Water
rick.talvitie@aecom.com

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1. About Team's Ability

1.1 AECOM Corporate Profile

AECOM is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses, and organizations in more than 150 countries. As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges. From high-performance buildings and infrastructure, to resilient communities and environments, our work is transformative, differentiated and vital. See how we deliver what others can only imagine at www.aecom.com. AECOM has more than 50 offices across Canada, and nearly 100,000 employees globally. We are registered to practice in all provinces and territories.



AECOM provides its clients with a dedicated local team, while at the same time providing access to global expertise and services. Any work directed through this assignment will be completed out of our City of Sault Ste. Marie office. AECOM and its team are committed to providing high quality and prompt services to the City of Sault Ste. Marie.

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Primary Contact: **Rick Talvitie, P.Eng.**
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rick.talvitie@aecom.com

AECOM offers a proven Quality Management System (QMS) that is certified to the internationally renowned ISO 9001:2015 standard. This certification recognizes that we have put in place a systematic approach to detect any nonconforming designs, leading to less re-work, and more satisfied clients. Our QMS system is sufficiently flexible to address the specific requirements of this project. Quality management is central to AECOM's project management approach and our Project Team includes individuals assigned to specific quality roles. In the field of Asset Management (AM), AECOM has occupied a unique position for over 20 years, beginning with our role in writing a number of AM manuals and guidelines which now define "best practice". Five AECOM staff members are Institute of Asset Management (IAM) accredited, and AECOM is a Corporate Member, Endorsed Trainer, and Endorsed Assessor with the Institute of Asset Management (IAM). Our approach to AM is aligned with the International Organization of Standards (ISO) 55000:2014 Asset Management System Standards and is informed by the International Infrastructure Management Manual (IIMM). In particular, AECOM is the principal author of the IIMM, 2000, 2002, 2003 and 2006, and made significant contributions to the 2011, 2015 and 2020 versions. The IIMM is considered the national standard for asset management for New Zealand local government and has also been implemented in the United States, Canada, Australia, United Kingdom, South Africa and many other countries. AECOM also contributed to the ISO 55000 best practices. AECOM's diverse range of AM knowledge covers all aspects of AM Planning, and includes:

Strategic Planning and Policy

- ISO55001:2014, BSI PAS55:2008, IIMM, and Building Together compliance and Asset Management training
- Asset Management strategic planning and implementation
- Development of asset management plans
- Organizational reviews and competency assessment

Levels of Service and Performance Measurement

- Level of Service definition
- Costing of level of service adjustment
- Performance benchmarking, key performance indicators and dashboarding
- Customer consultation

Demand Forecasting and Capacity Assessments

- Climate Change
- Hydraulic Analysis
- Equipment and facility performance testing
- Forecasting and sensitivity analysis

Asset Inventory and Data Collection

- Visual and advanced condition assessment
- Asset valuation
- Asset inventory development

Risk Analysis and Management

- Asset reliability, criticality and risk analysis, and prioritization
- Use of prioritization analysis to assign limited funds to assets that have the greatest need
- Deterioration analysis and failure modes

Optimized Decision Making and Short and Long-term Planning

- Maintenance programming and optimization
- Lifecycle Analysis and sustainability assessments
- Capital program development
- Operational reviews
- Multi-criteria prioritization

Technology and Integration

- Asset information system functional reviews and implementations
- Development of intelligent customized relational databases
- Automated data conversion and consolidation
- Multi-user enterprise level database deployment
- Remote data storage using a hosted model
- Geospatial analysis and data conversions

AECOM's experience includes hundreds of projects spanning all areas of AM for municipal infrastructure. **Figure 2** on the next page highlights AECOM's experience in providing AM consulting services

1.2 Familiarity with "Building Together: Guide for Municipal Asset Management Plans", and Ontario Regulation 588/17

In 2012, as a component of the Municipal Infrastructure Investment Initiative (MIII), the Province introduced a requirement that any municipality that is seeking grant funding, was required to have an asset management plan in place. At the same time, the Province offered grant funding to small municipalities to assist them in the development of their asset management plans. Concurrently, the Ministry of Infrastructure, Ontario, released the Building Together: Guide for Municipal Asset Management Plans, which outlines the key components and requirements of the asset management plans. In addition, one condition of the new Federal Gas Tax Fund Administrative Agreements, is that all municipalities seeking Federal Gas Tax Funding develop and implement an Asset Management Plan, prior to December 31, 2016.

While the aforementioned requirements have increased the awareness of asset management in Canada, it is not a new concept. Municipalities, including the City of Sault Ste. Marie, have been conducting asset management since the first buildings, water systems, sewers, roads, structures, or any physical asset were constructed, operated, and maintained. As such, Sault Ste. Marie has developed business processes and various documents that address components of the asset management plan requirements. Our goal is to be Sault Ste. Marie's trusted advisor that will assist the City on their journey developing their "Made in Sault Ste. Marie" approach to asset management planning. Our end-goal for this project is to create a lasting legacy – A legacy where the outcomes of the project integrate seamlessly with the City's existing asset lifecycle management programs, and empower City staff to be self-sufficient with the tools, deliverables and approaches.

As such, AECOM has extensive familiarity with the Building Together requirements from past work with Ontario municipalities. For example, AECOM developed two separate Asset Management Plans for road, bridge, sidewalk, and storm water infrastructure assets to fulfill the Ontario Ministry of Infrastructure Building Together requirements for the Town of Bracebridge and Town of Innisfil. As per requirements from Building Together, the asset management plans consisted of 1. Review of Current Infrastructure; 2. Definition of Levels of Service; 3. Asset Management Strategy; 4. Financial Management Strategy; Final Report and Presentation to Council. After completion of the AMPs, the Town Councils passed resolutions to accept the AMP moving forward, allowing the Towns to meet the Building Together requirements.

AECOM also worked on the City of Sudbury Stormwater AMP and used the Building Together requirements to develop a Level of Service Framework – see project write-up in **Section 2** for more information.

Also, of note is AECOM's work with the City of Richmond Hill where we conducted a gap and strength analysis as well as a technical review of the City's asset management plan to ensure fulfillment of the Ontario Ministry of Infrastructure Building Together requirements. Subsequently AECOM developed a corporate AM plan to integrate existing components, identified gaps and opportunities for improvements, and recommended an action plan to address gaps. See https://www.richmondhill.ca/en/shared-content/resources/documents/496-RichmondHill-Asset-Management-Plan.pdf for full the AM plan.

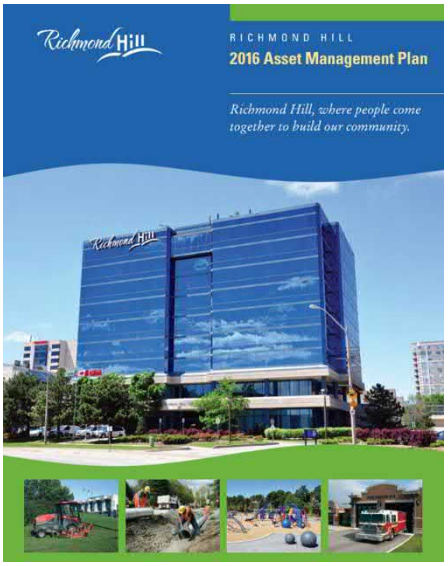


Figure 1: City of Richmond Hill AMP

As far as Ontario Regulation 588/17 is concerned, AECOM is currently working with two Ontario municipalities in developing AMPs to meet the requirement of the regulation, as follows:

- City of Vaughan: Update of the City's AM Strategy and development of AMPs for core assets including water, sewer, drainage and roads, as well as urban forestry. These AMPs were completed in May 2021 and will be presented to Council in June 2021. The plan is for AECOM to commence with AMPs for the City's non-core assets including sidewalks, walkways & active transportation, traffic control, signs and street lighting, fleet, fire & rescue, horticulture, facilities and information technology by August 2021. For more information on AECOM's Ontario Regulation 588/17 work with the City of Vaughan, please refer to the project write-up in **Section 2**.
- Town of Georgina: AECOM is currently working with the Town of Georgina on Ontario Regulation 588/17-aligend AMPs for its core assets including water, sewer, drainage and roads. The objective is for these AMPs to be completed by the end of 2021. Of note with this project is the Town's lack of stormwater asset data, thus AECOM will be performing an on-site inventory uptake of storm mains, catch basins, manholes and ditches to populate the City's GIS with said data.

Figure 2: - AECOM Asset Management Experience

Asset Management Project Experience		Project Delivery							AM Plans				Risk Assessment						Levels of Service			
Project	Client	P1	P2	P3	P4	P5	P6	P7	A1	A2	A3	A4	R1	R2	R3	R4	R5	R6	L1	L2	L3	L4
National Water Wastewater Benchmarking Initiative	52 Canadian Utilities	●	●	●	●	●	●	●		●	●	●	●				●	●	●	●		
Maintenance Optimization Study	California Water Service	●	●		●	●	●	●	●	●	●	●							●	●	●	
Asset Management Strategy	DC Water	●	●	●		●		●	●	●	●								●	●	●	
Decision Support System Pilot	San Francisco Public Utilities	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Maintenance Management and Planning Optimization	City of Calgary	●	●	●	●	●	●	●	●	●	●	●							●	●	●	
Process Benchmarking of a Balanced Scorecard Performance System	Abu Dhabi Sewerage Services Company	●	●	●	●	●	●	●	●	●	●								●	●	●	
Linear Assets Risk Management Framework	City of Guelph	●	●		●	●		●	●		●	●	●	●	●	●	●	●				
Stormwater Asset Management Plan	City of Sudbury	●	●		●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Asset Management Services	City of Prince George	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Asset Management Program Development	Township of Langley	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Asset Management Strategies, Predictive Tools, Models	City of Hamilton	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Asset Management Planning	Town of Richmond Hill	●	●		●			●	●	●	●								●	●	●	
Forcemain Risk Management Framework	City of Ottawa	●	●		●			●				●	●	●	●	●	●	●				
Sewer System Improvement Program	San Francisco Public Utilities	●	●		●		●	●				●	●	●	●	●	●	●				
Wastewater River Crossing Risk Assessment	City of Winnipeg	●	●		●		●	●					●	●	●	●	●	●				
Risk Assessment and Rehabilitation of Potable Watermains	Colorado Springs Utilities	●	●		●		●	●	●	●	●	●	●	●	●	●	●	●				

Project Delivery
P1 – Advisory Services
P2 – Project Management
P3 – Change Management
P4 – Workshop Facilitation
P5 – Business Analysis
P6 – Data Collection and Analysis
P7 – Technical Reporting

Asset Management Plans
A1 – Plan Development
A2 – Tools and Templates
A3 – Performance Monitoring
A4 – Financial Analysis

Risk Assessment
R1 – Risk Identification
R2- Risk Analysis
R3 – Risk Evaluation
R4 – Risk Treatment
R5 – Risk Monitoring
R6 – Tools/Templates

Levels of Service
L1 – Stakeholder Engagement
L2 – Best Practice Review
L3 – Gap Analysis
L4 – Pilot Project

2. Relevant Experience

The City of Sault Ste. Marie is proceeding with an asset management plan to comply with the first phase of the Regulatory requirements in respect to its core municipal infrastructure assets. The successful delivery of this assignment is best achieved through experience in developing asset management plans for other Municipalities coupled with knowledge and experience with the infrastructure itself. We believe AECOM is very well positioned as demonstrated by our unparalleled knowledge and experience with the City's infrastructure and our successful development of similar plans for other municipalities.

AECOM staff are very knowledgeable of the City's infrastructure through numerous past studies, capital upgrades and ongoing trouble shooting. Specifically, we have listed below various projects which we believe will be instrumental in assisting us in developing a comprehensive and quality asset management plan for the City:

Wastewater Advisory Services – We have been engaged by the City for 10 years to assist with troubleshooting and upgrading various elements of the City's wastewater infrastructure including SCADA. This project has then resulted in numerous smaller capital projects to repair or upgrade various infrastructure components. Through this work we have gained tremendous knowledge and insight regarding the City's waster water treatment, pumping and collection system assets.

Large Wastewater Facilities Asset Inventory and Condition Assessment – in 2013-2014 we prepared a high-level inventory and condition assessment of the various components of the seven large pump stations and two wastewater treatment plants. The excel templates included condition ratings from poor to excellent, recommendations for maintenance, repairs or replacement, an opinion of probable costs and a 20-year capital plan.

WEWPCP Upgrading Study and WEWPCP Phase I Upgrades – in 2012 we completed a comprehensive review of the WEWPCP to assess the capacity, assess the condition of the various facility components and to identify upgrading needs. We were subsequently engaged to complete preliminary and detail designs, tendering and contract administration and construction inspection for the $30M+ upgrading project.

EEWPCP BNR Treatment Upgrades – in the early 2000's AECOM completed the preliminary and detail designs, contract administration and construction inspection for the upgrading of the City's east end primary treatment facility to a Biological Nutrient Treatment Facility.

Small Wastewater Pumping Station Replacements or Upgrades - Over the period from 2013 to present we have provided engineering services for the replacement of three pump stations and upgrades to eight pumping stations.

Large Wastewater Pumping Station Upgrades – AECOM has also been involved with some form of upgrades at the Bellevue, Main, Young Street, John Street, River Road and Clark Creek pump stations.

Linear Reconstruction Projects - Our Sault Ste. Marie Team has been involved in numerous linear reconstruction projects which have incorporated the replacement and upgrading of storm sewers and sanitary sewers across the municipality. Through these undertakings we have a thorough knowledge of the existing linear infrastructure and the range of pipe types and ages.

River Road PS Forcemain and South Market Storm Sewer Condition Assessment - We engaged the specialist services of Chris Macey to assist the City in reviewing and assessing the condition of the River Road forcemain and South Market storm sewer. This included consideration of probable condition, future risks and proposed remediation approaches where appropriate.

Waste Management Planning and Design - AECOM has been extensively involved with the City's waste management services for over two decades Through these assignments which has included planning activities as well as landfill site upgrades and additions we have a very thorough understanding of the various infrastructure elements and their costs and condition. We have also developed a comprehensive business plan which can be incorporated into the asset management planning framework.

Bellevue and Pim Street SSO's and associated Pump Station Construction or Upgrades – AECOM completed the preliminary and detail designs, contract administration and construction inspection for these two SSO facilities. This included the construction of the Bellevue PS and upgrading of the Pim Street PS.

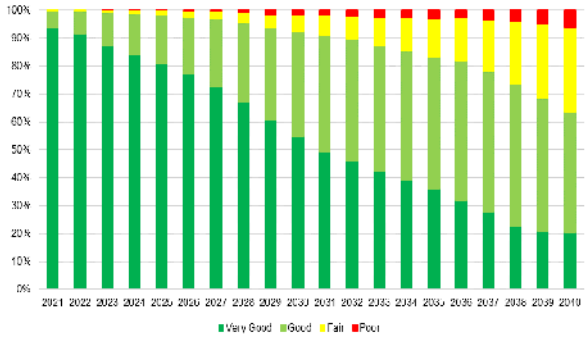
Stormwater Financing Study – AECOM has advanced a stormwater financing study on behalf of the City of Sault Ste. Marie. The study was placed on hold but included asset inventorying and valuation and identification of a preferred cost recovery model.

In addition to our extensive experience with the City of Sault Ste. Marie's infrastructure itself, AECOM has a deep experience profile in developing Municipal asset management plans, as demonstrated by the following project examples:

City of Vaughan: Renewal of Corporate Asset Management Strategy and Development of Asset Management Plans

AECOM updated the City of Vaughan's Corporate Asset Management Strategy and created Asset Management Plans for the City's core and non-core assets in accordance with **O. Reg. 588/17: Asset Management Planning for Municipal Infrastructure**. The project scope involved a background information review, inventory data assessment & gap analysis, development of customer and technical Levels of Service, lifecycle and risk management strategies, and financial forecasting for maintenance and renewal of the City's water, wastewater, stormwater, roads & bridges, and urban forestry assets.

A Work Coordination Decision Making Process was implemented utilizing Deighton's Total Infrastructure Management System (dTIMS), which provides key functions for managing a wide range of assets within any road right-of-way. With assets deteriorating at different rates this approach was able to improve the coordination between capital interventions especially on roads, water, wastewater, and stormwater assets to minimize disruption and cost.



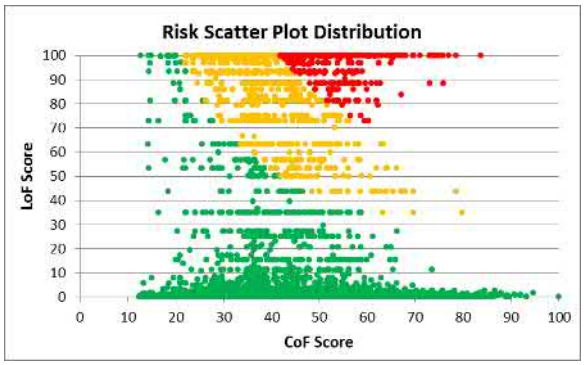
The primary deliverable for this project was the renewal of the City's AM Strategy and the development of AM Plans which were prepared in consultation with key internal stakeholders. The AM Plans empowers the City to prepare a fact-based and defensible business cases with reliable, robust, and useful information for the City to make whole lifecycle decisions for its core and non-core assets.

Project Dates: 2017 – 2018. ***Project Value:*** $150,000. ***Team Members*:** Chris Lombard – Project Manager; Khalid Kaddoura – Senior Asset Management Consultant; Kimberly Bueckert – Asset Management Specialist; Donghui Lu – Asset Management Specialist.

City of Sudbury: Stormwater Asset Management Plan

AECOM is assisted the City of Sudbury to provide the tools and strategies to inform the provision of the desired level of service for stormwater infrastructure for the lowest total life cycle cost. The primary purpose of this study was to develop an optimized management program for the City's stormwater assets through the following:

- **Stormwater Asset GIS Update:** As-built construction drawings were reviewed for ~60,000 assets to supplement gaps in install date, material, diameter, elevation, and locational information required to implement an effective asset management program.
- **Financial Modelling and Capital Improvement Planning:** A top-down assessment of the City's asset holdings was conducted to establish an age-based forecast for current and future capital improvement expenditures. Optimizations through risk-based treatment timing, materials selection, and hydraulic upgrades served as the basis for an optimized capital improvement plan.
- **Level of Service:** A Level of Service framework was developed using the **Ontario Building Together Guide**, regulatory requirements, industry best practice, and the National Water/Wastewater Benchmarking Initiative goal model.
- **Risk Analysis:** Age based likelihood of failure assessment developed during financial modelling was coupled with a multi-criteria Consequence Model to establish a risk rating for all gravity mains, ditches, manholes, catch basins, inlets, discharge points and ponds using GIS and Excel-based analytical tools.
- **Operations and Maintenance:** Current operations was established and documented using operator interviews, review of accounting and financial reports, and review of Cityworks work orders. Gap analysis was conducted using industry best-practice to establish a fully monetized optimized operations and maintenance plan that met the City's desired Level of Service.
- **Asset Management Plan:** The final Asset Management Plan summarized tasks and provided monetized O&M and Capital Improvement Plans that will serve as the basis for the budget in a Stormwater Funding Study to be executed by the City, pending Level of Service adoption by City Council



Project Dates: 2017-2019. ***Project Value:*** $385,000. ***Team Members:*** Nancy Hill – Project Manager & Stormwater / Climate Change Specialist. Christiaan Lombard – AM Technical Lead and QC/QA.

City of Prince George: Asset Management Services

AECOM has been one of the City of Prince George's preferred asset management service providers since 2004, assisting the City to create and implement an Infrastructure Asset Management Plan that incorporates all its major asset classes. Beginning with the identification of City assets and existing departmental asset management processes and tools, AECOM has helped the City to assess its asset management strategies, create infrastructure replacement schedules and costs, develop a comprehensive and holistic levels of service framework that is aligned with the City's strategic objectives and, finally, select and implement software that models capital rehabilitation and replacement strategies for periods of up to 100 years. Key projects delivered to Prince George since 2004 include:

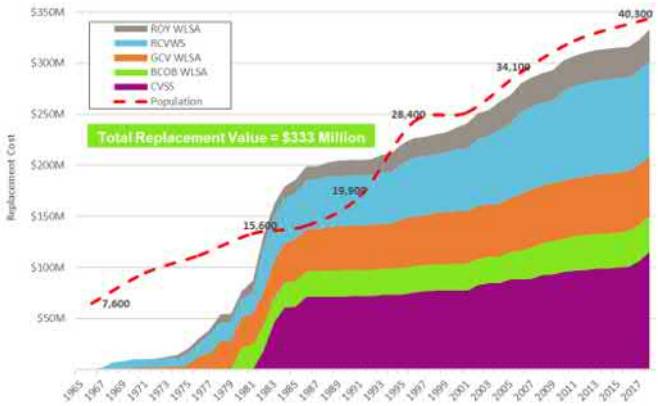
- Strategic Infrastructure Asset Management Plan (2004).
- Top-Down Network Level Assessment (2005).
- Systems Business Requirements and Implementation (2006).
- Update to Network Level Assessment (2008).
- RIVA Pilot Review - Downtown Core (2008).

- RIVA Implementation for Sidewalks and Pilot Review for Facilities (2010).
- Cityworks CMMS Business Process Development (2013).
- Consulting Services for Snow, Ice, and Stormwater Utility (2013).
- Financial Management and Asset Management Consulting Services (2014).
- Condition Assessment of Fire Hall #1 (2016).
- Civic Facilities Condition Assessment (2016).
- Civic Facilities Condition Assessment (2017 – 2018).
- Utility Sewer Plants Condition Assessment (2019).
- Civic Facilities Condition Assessment (2020).
- Levels of Service Development (2020).
- Integrated Stormwater Management Plan (2021).
- Benchmarking Water, Sewer and Stormwater (2012 – present).



Project Dates: 2004-present. ***Project Value:*** $1.7. ***Team Members:*** Christiaan Lombard – Project Manager. Nancy Hill – Stormwater / Climate Change Specialist. Alex Kolesov – Asset Data Specialist. Kim Bueckert – Asset Management Consultant.

Comox Valley Regional District: AM Planning for Water and Wastewater Services



In terms of infrastructure sustainability and affordability, Comox Valley Regional District (CVRD) Water Services is facing a generational challenge. Both its major water and wastewater treatment systems will soon require tens of millions of dollars' worth of capital investments to meet regulatory requirements, while at the same time, existing infrastructure continues to age. For that reason, CVRD contracted AECOM to develop a tailored asset management (AM) policy, strategy and plan for its built and natural assets. One of the challenges in undertaking this assignment was that, within CVRD, there are distinct service areas, each of which are at different stages of their lifecycle. AECOM worked together with CVRD staff during the development of the AM policy and strategy to ensure that the documents provide a clear roadmap on how to achieve the overall goals of the CVRD while considering the current level of knowledge, technologies, and available tools present within each service area. In addition, AECOM developed an AM governance structure, and the functional requirements for a Computerized Maintenance Management System (CMMS) and Decision Support System that can be integrated with CVRD's current systems.

A total of seven AM plans were required, one for each service area within the water (four service areas) and wastewater systems, plus solid waste and recreation centres. The first step in the process involved a complete update of CVRD's asset inventory through a review of engineering studies, as-built drawings, GIS data, and physical condition assessments. This included cost estimates based on quotes from local vendors and the creation of a hierarchy that could be applied across multiple service areas. The assessment included the valuation of natural assets such as watersheds and natural water bodies. Given the state of CVRD's infrastructure, the prioritization of replacement actions was considered vital in producing a sustainable funding plan. AECOM conducted several workshops with CVRD stakeholders to understand their risk tolerances and develop a data-drive quantitative framework for calculating the risk associated with each asset's failure. This information was used to create a GIS tool and Microsoft Excel-based risk model with the capability of updating on demand. Based on the findings of the risk analysis, a financial model containing a 20-year budget forecast for the replacement of assets was developed. The model can roll up costs to different levels within the asset hierarchy and prioritizes investment decisions based on risk.

Project Dates: 2018 – 2019. ***Project Value:*** $500,000. ***Team Members*****:** Chris Lombard – Project Manager; Alex Kolesov – Asset Management Consultant; Devin Sauer – Asset Management Consultant; Nancy Hill – Natural Asset Technical Advisor.

National Water & Wastewater Benchmarking Initiative (see https://www.nationalbenchmarking.com/)

AECOM has developed a Canada-wide benchmarking initiative in which more than 50 municipalities participate every year. The initiative helps participants establish LoS, compare and set performance targets, and carry out continuous improvement activities to establish industry best practices. The project spans multiple service areas including transportation, stormwater, water, wastewater, and solid waste and has a participant base that covers over 70% of Canada's population.

Internationally, the project is considered as one of the leading public sector benchmarking projects of its kind in the world today, and organizations from afar afield as Malaysia, South Africa, United Arab Emirates, and Europe are looking at the project as an example of a highly successful benchmarking initiative. While the initial intent of the project was metric benchmarking, the project has evolved into a dynamic vehicle for the development, sharing, and implementation of municipal best practices. AECOM's benchmarking initiative continues to be the only benchmarking program that includes all aspects of metric and process benchmarking complete with the development of a

broad range of communication tools designed to transfer performance improvement learning results directly to municipal management and staff.

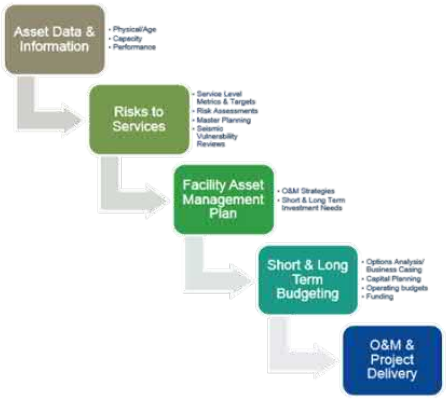


The broad range of key performance indicators (KPI) developed through the project have been well defined to ensure that like-for-like comparisons are being made. Because of their proven success in measuring overall municipal performance over time, they have been recognized as standards by accredited agencies including the National Research Council of Canada and the Canadian Standards Association. The fundamental tools and processes within the project remain effective and useful. However, over the past five years, Canadian municipalities have become more sophisticated in their use of data, systems and standards to plan and guide municipal operations. We believe that it is increasingly important to leverage this advancement to ensure that the benchmarking program continues to act as an effective management planning toolset that incorporates recent improvements in overall municipal management. Accordingly, AECOM is continually investing in research and development to provide the very best service to our clients. Recent developments include the creation of a sophisticated online data entry platform that links directly to SQL server databases and the incorporation of business intelligence tools that utilize advanced analytics to report benchmarking results.

Project Dates: 1999-ongoing. ***Project Value:*** ~$1 million/year. ***Team Members*****:** Chris Lombard, Asset Management Consultant; Devin Sauer, Data Manager and Analyst; Alex Kolesov, Asset Data Analyst; Nancy Hill, Stormwater Lead Facilitator.

Metro Vancouver: Asset Management Plans

Since 2017, AECOM has been assisting Metro Vancouver with a variety of asset management projects and capital planning tasks through a secondment. AECOM worked closely with the Liquid Waste Services and Water Services departments on tasks such as developing asset class management plans, undertaking criticality analyses, creating long range capital planning activities. During this period, we also established good working relationships with Liquid Waste and Water Services Department staff as well as with other Metro Vancouver's stakeholders and personnel.

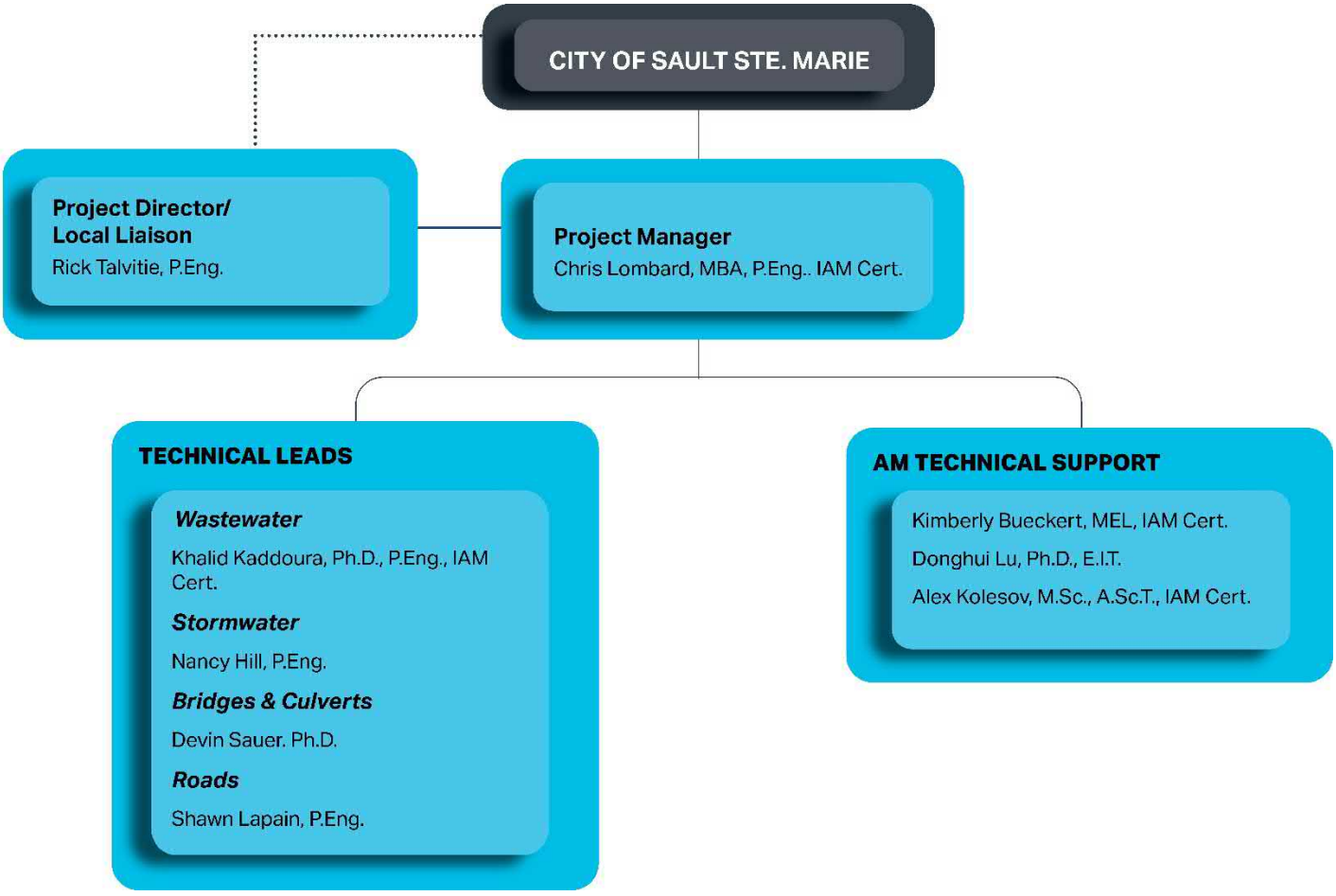


Project Dates: 2017 – 2019. ***Project Value:*** $400,000. ***Team Members*****:** Chris Lombard, Project Manager; Alex Kolesov, Asset Data Analyst.

3. AECOM Team Experience

We recognize that a strong internal structure, clear and well-defined milestones, and regular communication with the City are key factors to the success of an overall project. To that end, the organizational structure of our project team is illustrated in **Figure 2**. This structure was selected because it provides the greatest level of project control over the different phases of the project and establishes clear and efficient lines of communication between all parties so that no information is lost or missed in translation. To further support the success of the project, all team members are fully committed to be available for the duration of the assignment. As a policy, we reserve the availability of project team members beyond their expected time commitment so that, if required, we have the flexibility and capacity to meet any and all additional client needs that may arise.

Figure 3: Organization Chart





Chris Lombard, MBA, P. Eng., IAM Cert. — **Project Manager**

Chris is AECOM's Asset Management Leader for the Americas Water, specializing in AM policy, strategy, and planning. In his career spanning two-and-a-half decades he has successfully directed and supported large and multi-disciplinary AM assignments for clients on four continents. He has experience covering major asset types such as transit, highways, bridges, dams, municipal, ports, airports, facilities, health care and nuclear. As Asset Management Technical Practice Group Leader, he is also responsible for curating AECOM's institutional memory and knowledge transfer related to AM projects, methodologies, and standards.

Why Nominated:

- Project management experience in developing AM Programs for municipalities including the City of Edmonton, Town of Georgina, City of Vaughan, City of Vancouver, City of Surrey, City of Abbotsford, City of Prince George, and Regional organizations such as the South Coast British Columbia Transportation Authority (TransLink), Metro Vancouver, Port of Vancouver and the Comox Valley Regional District.
- Extensive municipal AM knowledge with close to two decades of experience as a senior project resource for the National Water and Wastewater Benchmarking Initiative and current Project Director for the National Transportation Benchmarking Initiative that was launched in 2018 (see https://www.nationalbenchmarking.com/).
- Chris is Institute of Asset Management (IAM) accredited and has undergone formal facilitation training. Chris leads AECOM's IAM Training and conducts workshops regularly as part of the training program for internal and external clients (see https://www.aecom-amlearning.com/).

Recent Relevant Experience:

Chris has been the Project Manager on the following recent AM assignments:

- City of Vaughan – Renewal of Corporate AM Strategy + Development of AMPs for Core and Non-Core Assets ($230; ongoing). Reference: Justin Wong, Project Manager, Infrastructure Planning and Corporate Asset Management, 905-832-8585 ext. 8725 | justin.wong@vaughan.ca.
- Township of Langley - Stormwater Infrastructure Asset Management Plan ($90,000, 2021). Reference: Hakim Bismel | Infrastructure Asset Manager, Asset Management | Engineering Division, 604.532.3543, hbismel@tol.ca.
- City of Vancouver – Parks Board Asset Management Plan ($110,000, 2021). Reference: Pouyan Keshtkaran | Asset Planner, Vancouver Board of Parks and Recreation, 605.654.0765, Pouyan.Keshtkaran@vancouver.ca.
- City of Prince George – AM Planning, Strategy, Corporate-Wide Levels of Service Development ($80,000; 2020). Reference: Kristy Bobbie, AScT, Asset Manager, Asset Management Division, 250.561-7518, kristy.bobbie@princegeorge.ca.
- Comox Valley Regional District – AM Planning Services ($500,000; 2017-2019). Reference: Mike Herschmiller, Manager of Water Services, 250.334.6023, mherschmiller@comoxvalleyrd.ca.
- City of Burnaby – Risk Models for Water, Sewer, Drainage and Transportation Assets ($150,000, 2018). Reference: Jonathan Helmus, Director – Utilities, 604.927.6226, jhelmus@coquitlam.ca.

No. of days on the project: 20

Rick Talvitie, P.Eng. **Project Director/Local Liaison**

Rick has 34 years of experience, specializing in transportation, municipal, and environmental engineering. He has extensive experience working from project planning, through to contract completion in the areas of municipal servicing, water and wastewater treatment, road and highway design, and municipal solid waste management.

Rick is the Manager of the Sault Ste. Marie office of AECOM and is well known to City staff. He has 34 years of experience and has been actively involved in SSM infrastructure projects for 30+ years. He has a keen understanding of asset management principles and a broad knowledge of the core infrastructure assets that will be addressed through this study. We have learned through past assignments that local involvement from start to finish and will ensure the deliverables meet the City's expectations.

No. of days on the project: 2

Table 1: Key Personnel and Relevant Project Experience

Key Personnel / Proposed Role	Background Summary	Education	Professional Affiliation(s)	Years of Experience	Specific Experiences Related to the City's Water, Sewer, & Drainage AMP
Khalid Kaddoura, Ph.D, P.Eng, PMP, IAM Cert. ***Technical Lead – Sewer*** *No. of days on the project: 9*	Dr. Khalid Kaddoura is an Asset Management Consultant with nine years of experience. He has knowledge in infrastructure condition monitoring and inspection, assessment, deterioration, criticality and risk, prioritization, optimization and Levels of Service (LoS). He has a solid knowledge in the state-of-the-art buried infrastructure inspection techniques along with their different platforms and limitations. He uses applied load analysis to interpret the results and to aid in recommending future interventions. Dr. Kaddoura utilizes machine learning and statistical analysis to develop prediction and evaluation models given limited data to help in inventory studies and condition prediction models. His contributions in the infrastructure asset management domain are published in national and international conferences and in multiple prestigious journals.	Ph.D., Building Engineering, Concordia University, Montreal, 2018 MASc, Building Engineering, Concordia University, Montreal, 2015 BASc, Civil Engineering Internship Program, American University of Sharjah, Sharjah, United Arab of Emirates, 2012	Canadian Society for Civil Engineering Project Management Institute (PMI) Asset Management Ontario Institute of Asset Management Professional Engineers Ontario	Yrs. of Exp.: 9 With AECOM: 2.5	▪ **Sewer Prioritization Inspection Program, City of Hamilton.** Dr. Kaddoura is developing a framework to study the vulnerability of sewer pipelines, determine their probability of failure, and establish a criticality model to prioritize sewer inspections. ▪ **Region of Peel Sanitary Trunk Sewer Prioritization, Region of Peel.** Dr. Kaddoura developed a machine learning tool to predict the condition of trunk sewers and derive a probability of failure. The scope included analysis of the inventory and identifying gaps of the data. In addition, he studied the vulnerability of the trunk sewer to prioritize sewer inspections. ▪ **Sault Ste. Marie Drinking Water System Asset Management Plan, Sault Ste. Marie.** Dr. Kaddoura performed inventory gap analysis, probability of failure and consequence of failure estimation to prioritize utility corridor interventions.
Nancy Hill, P.Eng. ***Technical Lead – Drainage*** *No. of days on the project: 11*	Nancy is a municipal engineer with over 25 years of experience. Nancy has completed many projects in the Lower Mainland around drainage and stormwater management. She is the lead facilitator for the Stormwater portion of the National Water and Wastewater Benchmarking Initiative (NWWBI). This initiative benchmarks the performance of over 45 municipalities across Canada and shares best practices, giving Nancy the ability to leverage stormwater best practices from across Canada. Nancy is AECOM's former project manager for its innovative stormwater work at UniverCity on Burnaby Mountain and the University Endowment Lands. This includes the modelling, design, installation and monitoring of oilgrit separators, rain gardens, bioswales, storage tanks, ponds and infiltration galleries. Nancy has also worked with over a dozen municipalities to develop their stormwater maintenance plans.	Certificate, Watershed Management, University of British Columbia PMP, Project Management Institute BSc, Civil Engineering, University of British Columbia, 1994	Professional Engineer, Engineers and Geoscientists BC (EGBC)	Yrs. of Exp.: 24 With AECOM: 17	▪ **City of Sudbury Stormwater Asset Management Plan.** Key technical resource for the development of a Stormwater Asset Management Plan for the City of Greater Sudbury. The asset management plan included a review of levels of service, risk assessment, development of a stormwater O&M plan, identification of capital renewal needs and assessment of the City's stormwater asset data and systems. ▪ **City of Sault Ste. Marie Stormwater Funding Study.** Key technical resource for the review of stormwater funding options for the City of Sault Ste. Marie. The review included a qualitative and quantitative analysis of stormwater funding options, including an estimate of current and future stormwater funding needs for the City of Sault Ste. Marie ▪ **Stormwater O&M Plans**. Led and/or contributed to the development of a stormwater operations and maintenance plans for the cities of Vernon, Kamloops, Kelowna, Richmond, Abbotsford, Kitchener, Waterloo, Ottawa, Greater Sudbury, Barrie, Sault Ste Marie, and the Town of East Gwillimbury.
Devin Sauer, Ph.D., P.Eng, IAM Cert. **Technical Lead – Bridges and Culverts** *No. of days on the project: 13*	Dr. Sauer is a Senior Asset Management Consultant with a history of design experience working on complex civil engineering projects around the world. Since joining AECOM, Devin has worked across all asset classes to help clients across Canada advance their asset management practices. He currently manages AECOM's Water, Wastewater, Stormwater, and Transportation Benchmarking Initiatives, and is one of AECOM's designated Technical Quality Reviewers for Asset Management in Western Canada. He is a member of several technical organizations and serves on the Transportation Association of Canada's Asset Management Committee. Dr. Sauer's core skills include project management, risk management, facilitation, value engineering, data analysis, engineering optimization, and financial analysis.	Ph.D., Civil Engineering, University of British Columbia BSc, Applied Science (Civil Engineering), University of British Columbia	Professional Engineer, Engineers and Geoscientists BC (EGBC) Certificate in Asset Management, Institute of Asset Management	Yrs. of Exp.: 13 With AECOM: 3	▪ **National Transportation Benchmarking Initiative, Various Locations.** Project manager responsible for developing, managing, analysing, benchmarking, and reporting data on many different operational, managerial, and administrative performance measures. The initiative currently includes both local and regional municipalities spanning four provinces. ▪ **Township of Langley Stormwater Infrastructure Asset Management Plan.** Senior asset management consultant responsible for helping the Township update and improve on their existing AM plan. Included, among other deliverables, establishing service levels framework for stormwater assets ▪ **City of Richmond, Provision of Engineering Consulting Services to Update Drainage Pump Station Condition Assessment, B.** Asset management consultant for the condition assessment of forty pump station facilities and the development of a prioritized capital expenditure plan.
Shawn Lapain, P.Eng. ***Technical Leads – Roads*** *No. of days on the project: 24*	Shawn Lapain is a Senior Pavement Engineer with 13 years of diverse experience in foundation and pavement engineering. Shawn has experience with design, construction and site supervision of numerous projects ranging from simple to extremely complex both in Canada and the United States. He has been involved in the planning, execution and supervision of numerous field investigations and provided technical engineering support for pavements and foundation engineering projects including research and development. Work for pavement engineering projects included: visual pavement condition assessments asphalt coring, advancement of boreholes, test pits, Ground Penetrating Radar (GPR) and Falling Weight Deflectometer (FWD) surveys. Analysis, Design, and Reporting using the AASHTO 93 Pavement Design Method Adaptation and Verification for Ontario Conditions (MI-183), the MTO Pavement Rehabilitation and Design Manual (2nd Edition, 2013), and the Mechanistic Empirical Pavement Design Guide (MEPDG). Work for foundation engineering projects included: consolidation analysis, settlement review, seismic site classification, bearing capacity assessment of soils. Examples of projects types Mr. Lapain has participated in have included building development, rehabilitation of dam structures, structural culvert renewal, bridge rehabilitation, slope stability, infrastructure renewal (integrated road and sewer assignments), construction liaison, investigation and design of new road alignments, Roadway improvements, and Highway widening and pavement rehabilitation.	BSc.E Civil Engineering, Wayne State University, Detroit, MI, USA	Professional Engineers Ontario Transportation Association of Canada Ontario Good Roads Association – Concrete Liaison Committee Ottawa Geotechnical Society	Yrs. of Exp.: 13 With AECOM: <1	▪ **New Brunswick Department of Transportation – Road Surfacing Policy Update, NB.** Pavement Specialist in support of the update to the 2011 policy which consisted of the development and adoption of a formalized policy to guide road surfacing was seen by the New Brunswick Department of Transportation and Infrastructure (NBDTI) as a means of reducing future pavement rehabilitation costs. The following scope of activities were completed: Jurisdictional scan update; Reassess the commercial truck threshold; Consider additional functional and technical criteria in the initial screening; Review and identify other potential low volume road hard surfacing treatment options; Estimate potential cost savings based on updated approach to road surfacing decision-making. ▪ **Vancouver Fraser Port Authority, Fraser Surrey Port Lands-Transportation Improvements, Surrey, BC:** Pavement Engineering Lead in support preliminary design of the proposed rehabilitation and new construction of pavements for transportation improvements to the existing haul route to and from the port. Components of the project included a pavement condition assessment of existing facilities and assessment of alternative construction techniques to upgrade the infrastructure. ▪ **City of Ottawa, Greenbank Road, Ottawa, ON:** Pavement Engineer and Project Manager for the rehabilitation of Greenbank Rd from Fallowfield Rd to Hunt Club Rd. A technical memo was developed which included a high-speed pavement condition survey and the development of recommendations for the rehabilitation of the pavement structure. Recommendations where provided for the construction of a flexible pavement structure which included pavement structure for construction staging, culvert extensions, and recycling of the existing pavement structure by pulverising of the existing asphalt.

4. Project Challenges and Risks

Challenges that require special consideration for this project are included in **Table 2,** along with strategies to mitigate potential risks.

Table 2: Project Challenges & Approach to Address

Potential Challenge / Risk: Coordination with City staff
Establish roles, responsibilities, and lines of communication at project outset. Conduct bi-weekly project coordination / progress meetings with key City project staff.
Potential Challenge / Risk: Meeting Overall Project Schedule
AECOM has a thorough understanding of the project and we are confident that we have the right team and right methodology in place to meet the overall project objectives. Furthermore, we believe that our knowledge of the core infrastructure is unparalleled and will allow the team to hit the ground running. AECOM has committed our very best staff to key project roles, and we are fully committed to adhering to the schedule for this project. To this end, our nominated project manager Chris Lombard, is highly experienced in AM planning, and has delivered similar projects to clients within Ontario, and beyond. This is further assurance that the project objectives and deliverables will be met with high quality. We perceive the following items will be key for our team to keep the project on schedule. ▪ Strong communication and a close working relationship between our Project Manager and the City's Project Manager. ▪ Regular meetings – as a minimum our Project Manager will have regular conference calls (bi-weekly or monthly), supplemented by project milestone meetings with the City to provide progress updates, document action items, and plan activities for the steps ahead. ▪ Timely review of deliverables – we have allowed for a review of deliverables to be completed within two weeks following submission.
Potential Challenge / Risk: Ontario Regulation 588/17 Deadlines
This project will comply with the deadlines laid out in the Ontario Regulation 588/17 (O.Reg. 588/17), as outlined below: ▪ **July 1, 2019:** All Municipalities are required to prepare their first Strategic Asset Management Policy. ▪ **July 1, 2022**: All municipalities are required to have an Asset Management Plan for its entire core municipal infrastructure. ▪ **July 1, 2024:** All municipalities are required to have an asset management plan for infrastructure assets not included under their core assets. ▪ **July 1, 2025:** All Asset Management Plans must include information about the levels of service that the municipality proposes to provide, the activities required to meet those levels of service, and a strategy to fund activities.
Potential Challenge / Risk: Budget Control
Strict adherence to the project budget will be achieved through: ▪ Maintaining staff continuity on the project. ▪ Managing the scope of work and minimizing "scope creep". ▪ Meeting the overall schedule: Typically, if a project is on schedule it is on budget. ▪ Use of AECOM's Project Information Centre (APIC), as outlined in **Section 5.2.1**.
Potential Challenge / Risk: Gaps or Uncertainty in the Asset Data
While the completeness, consistency and accuracy of the data will be reviewed, it is possible that data gaps will exist. Our project team understands our job is to work within existing constraints to achieve project objectives while working towards a goal of continuous improvement of the asset inventory. Through our work helping similar municipalities develop their asset registries, we have gained extensive experience in mining and making the most of existing data sources and bridging data gaps to complete the required analyses. Upon completion of a data gap analysis in Task 1, AECOM may recommend provisional data collection as required for the success of the project.
Potential Challenge / Risk: Collecting PCI Values
The speed of which the City's PCI data collection will occur depends greatly on the geography of the network, the weather, planned or unplanned road construction, and other unforeseen delays which may interfere with the efficiency of data collection. To minimize project delays; AECOM proposes to collect the roads PCI data in a phased approach by mobilizing AECOM resources at the project kick-off with the goal of collecting 25% - 50% of the City's PCI values with the intent to gather enough condition data to move forward with the development of the AM Plan. During the spring thaw months, AECOM will deploy resources to collect the City's remaining PCI values in the second phase, and fill data gaps in the AM Plan as needed.
Potential Challenge / Risk: Consistency and Accuracy of Asset Criticality Scores

Develop a detailed asset hierarchy and asset register. Consult with City staff to assign asset criticality scores and record "business logic" on how each asset is scored. Perform high-level review of entire dataset to ensure consistency of scoring.

Potential Challenge / Risk: Accuracy of Financial Strategies / Planning

Improvement needs to be identified through the condition assessment and remaining useful life analysis as well as a summary of current and planned projects. Based on the knowledge and experience gained with the City's infrastructure over several decades we have staff on hand that understand and are knowledgeable of replacement costs. AECOM will consult with City Staff and cross-check asset replacement values against our library of asset costs.

Potential Challenge / Risk: Impacts of Covid-19



It is through the establishment of our resilience standards and framework that we can protect our ability to work and collaborate as teams. AECOM supports flexible working practices and is committed to complying with all government stay-at-home orders; as such, our staff are equipped to work remotely where possible. Our workforce and business infrastructure support mobile working so that our employees can continue to deliver their work remotely. AECOM has also developed field precautions and protocols specifically for Covid-19 that are strictly adhered to when visiting client offices and sites. In the event that AECOM may not be able to conduct in-person workshops due to travel and physical distancing restrictions, AECOM is able to work seamlessly and provide a resilient approach to stakeholder engagement though a variety of leading-edge virtual resources, such as Microsoft Teams.

5. Work Program Methodology

The asset management requirements as per O.Reg 588/17 shall form the basis of the proposed work program outlined in the workplan below. The core assets to be included in the workplan scope, as defined by the regulation, include the City's wastewater assets; stormwater management assets; roads; and bridges and culverts.

5.1 Work Plan

5.1.1 Task 1: Background Information Review & Gap Analysis

Upon award, and subsequent to the execution of an agreement, a virtual project initiation meeting will be conducted to confirm the scope of work, deliverables, timelines, review the proposed project methodology, and obtain data and information relevant to the study. Key team members will be introduced, and lines of communication established. The work plan and project schedule will be reviewed with the City team members at the time of the initiation meeting and updated as necessary. Subsequent meetings and workshop dates will be discussed during the project initiation, and tentatively scheduled in advance to help ensure the project schedule is met. The agreed upon principles for project scope, schedule, and budget along with expected deliverables, milestones, and communication protocols will be documented in the Project Management Plan to be signed off by all project stakeholders.

AECOM will work with our internal technical and AM experts to assemble a data request to review and update the City's existing asset inventory. In turn, AECOM will work with key staff to gather appropriate asset data, and any information pertaining to the City's current AM practices. Information sources will be carefully documented and reviewed throughout the remaining sub tasks and will form the foundation of the work going forward. It is understood from the RFP that, where existing data and information is available, the City will provide:

- GIS asset inventory including the number of assets, location, quantity, and related condition data.
- Key strategic documents and background reports.
- O&M and capital planning programs and budgets.
- Existing asset valuation data.
- Other relevant asset management information as applicable.

A robust and comprehensive asset inventory will support the City in making informed, strategic decisions about its core infrastructure assets. By updating this information, the City can be proactive about managing any risks or costs associated with the renewal and replacement of its assets. The asset inventory must be granular enough to identify which individual assets are due for renewal (refurbishment or replacement). However, it is important to note the fine balance between adequate granularity to provide the necessary information, and too much granularity that the effort to collect and manage the information outweighs the usefulness of the data itself.

Once the asset inventory is compiled with applicable attributes populated where available, AECOM will be in a good position to commence the data gap analysis process. An asset inventory summary will be presented to the City, along with recommendations and methods on how to collect or obtain missing data to close any gaps in the asset inventory. AECOM will then summarize any data gaps which will be brought forth as recommended improvement initiatives in the final AM Plans.

5.1.2 Task 2: Asset Management Hierarchies

It is AECOM's experience that the compilation of the asset inventory and structure is one of the most critical tasks in developing an AM Plan, therefore AECOM will work diligently with the City to consult all available sources of asset information to ensure that all core assets are reflected in the inventory, together with the pertinent asset attributes needed for the state of infrastructure analysis. In this task, AECOM will develop an asset data hierarchy for the different asset categories and subcategories based on available standards if the existing structure is not sufficient. AECOM will ensure that the asset inventory maintains backward integrity with the City's GIS through the unique identifier of each asset, and that the inventory contains adequate resolution for performing analysis according to the requirements set by the City. **Figure 4** presents a sample stormwater system asset hierarchy that AECOM recently developed for one of our clients.

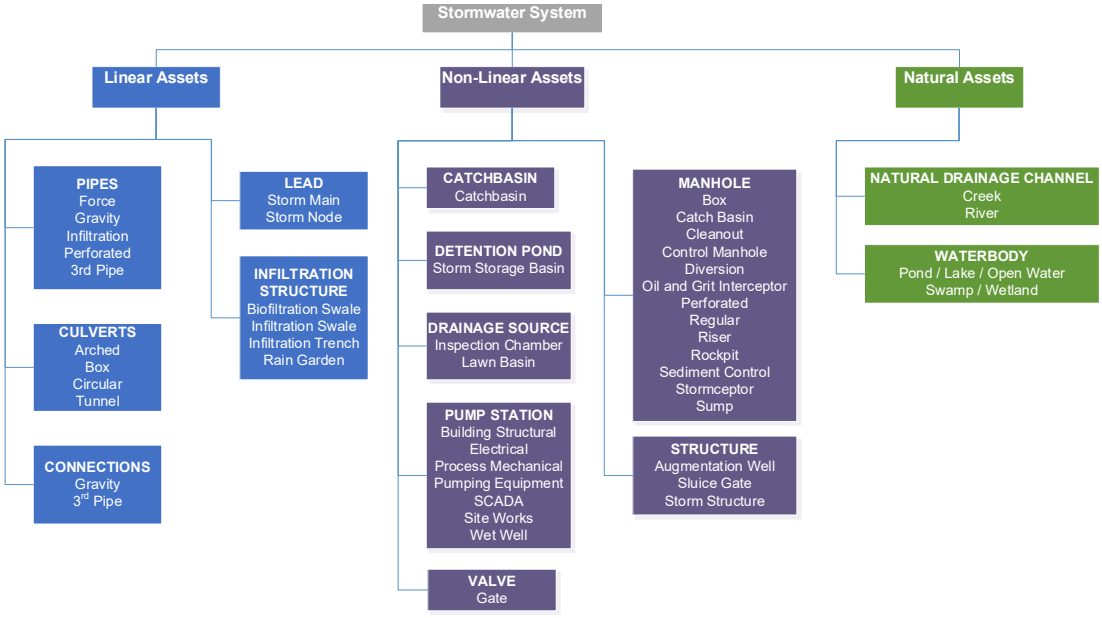


Figure 4: Sample Stormwater Asset Hierarchy

5.1.3 Task 3: Asset Management Plan Development

Applying AECOM's project approach to the methodology presented in this section will result in reliable, robust, and useful information from which the City can have confidence to make fact-based, defensible business decisions with regard to their core infrastructure. The development of the AM Plan, in accordance with the O.Reg 588.17, will draw from our capabilities and proficiency with the following standards and guidelines to provide value added information and to establish an AM improvement plan for the City:

- NAMS IIMM International Infrastructure Management Manual 6th Edition (2021), of which AECOM was, and still is, a key contributor.
- ISO 5500X Asset Management (includes ISO 55000, ISO 55001 and ISO 55002).
- Ontario Building Together: Guide for Municipal Asset Management Plans.
- Ontario Regulation 588.17: Asset Management Planning for Municipal Infrastructure.

5.1.4 Task 3.1: State of Infrastructure Analysis

Defining the state of the infrastructure involves quantifying the assets owned, examining their age, replacement value, and other asset characteristics.

5.1.4.1 Pavement Condition Index Values

It is understood that Pavement Condition Index (PCI) Values of all roadways within the City's network is required as part of the overall mandate. Our evaluation will focus on two main criteria:

- Ride Condition Rating (RCR); and
- Pavement Condition Rating (PCR).

The ride condition rating (RCR) of a pavement surface is the estimation of the degree of surface smoothness. A member of AECOM's project team will drive over the pavement surface and evaluate the ride experience based on the applicable guidelines provided in the ratings manual which generally ranged from 0 – 2 (uncomfortable ride with constant bumps) to 8-10 (excellent, very smooth ride).

The pavement condition rating (PCR) is based on the extent and frequency of the visible physical distressing within the study area to numerically estimate the structural condition of the road. This number is compared against a guideline table within the manual to provide the engineer with a general assessment as to whether or not corrective maintenance is required or if rehabilitation of the roadway will be needed immediately within a 3 to 5-year window.

Upon award, AECOM will issue a request for all available information to assist in assessing the potential historical PCI of each road within the City's network. This information may include the following:

- A complete list of all roads and sections with the City of Sault Ste Marie's road network to confirm the investigation limits and to aid in developing a field investigation strategy.
- Previous road condition assessments.
- Previous as built drawings (if available).
- Previous soils reports (if available).

An updated municipal road inventory will be prepared in excel for all roads within the study area. The updated inventory will confirm:

- The accuracy of the existing road inventory.
- The addition of any new road inventory assets.

Once a through review of the available information has been completed, AECOM will compile a and ESRI Geodatabase file of all roads. This will serve to catalogue work and assist in providing progress updates to the City.

Safety during field operations is of the highest priority at AECOM. To ensure compliance with our internal and governmental safety protocol, AECOM will prepare a site-specific health and safety plan for this assignment. This document will focus on required individual health and safety requirements as well as any required traffic control measure needed to ensure our team's and public's safety. We will extend an invitation to the City to attend site and observe our data collection works. Should any member of the City accept our invitation, we will require a tailgate safety meeting be held for each field day with more than two people onsite. AECOM's CoVID protocol will be observed at all times. Using cellphone and the Microsoft Teams platform, we will discuss the following:

- All potential safety concerns for the day's work.
- Confirm that all individuals attending site have the proper safety equipment.
- Identification of personal with first aid.

We will hold a team meeting to review our data capture plan. Our proposed capture methodology and health and safety plan will be provided to the City for review and comment to ensure that all roads have been captured for assessment before starting the fieldwork program. Upon approval, we will prepare a daily site visitation schedule that will make best use of available daylight. Our visitation schedule will be provided to the City weekly to ensure full transparency and track progress.

The field review of all roadways will be completed in accordance with the Ministry of Transportation Inventory Manual for Municipal Roads (1991) and the following MTO standards:

- MTO SP-021 – Manual for Condition Rating of Surface Treated Pavements.
- MTO SP 022 – Manual for Flexible Pavement Condition Rating: Guideline for Municipalities.
- MTO SP-024 – Manual for Rating of Flexible Pavements (rural platform).
- MTO SP-025 – Manual for Condition Rating of Gravel Surface Roads.

In addition, we will collect georeferenced photos and 4k video of each road within the City's network. All georeferenced photos will be uploaded to google earth for referencing purposes. The. kmz file generated will be supplied as a deliverable to the City upon completion and for discussion purposed during the design process.

Data will be processed weekly. We will tabulate all PCI values into the inventory excel tool. Results of the PCI assessment will be provided in a letter report. All compiled video will be provided to the City as a deliverable for future use. The letter will include, but not be limited to the following:

- A detailed overview of the existing conditions of the road network.
- Mapping showing the general PCI range of each road by colour.

5.1.4.2 Provisional Condition Assessment Data Collection

No on-site condition assessments, with the exception of collecting roads PCI values, is intended to be carried out for this project; therefore, physical condition of the remaining core assets will be based on a desktop assessment of existing condition data, and information from past studies gleaned from AECOM's initial background information review. However, in a situation where provisional data collection may be required for wastewater and storm assets to meet the requirements of O.Reg 588/17, and to ensure successful project delivery, a sample workplan is outlined below (to be priced upon demand):



Large-scale condition assessment programs generate considerable volumes of condition defect data. A procedure must be in place to systematically assess the conditions, determine immediate emergency repair requirements, assess short to medium term upgrading requirements, and identify long term re-inspection requirements based on the results of each inspection.

The most commonly utilized technique in sewer (wastewater and storm) assessments are the application of the closed-circuit television (CCTV) camera. Based on the CCTV inspection, the severity and coding of the observations are interpreted according to the Pipeline Assessment Certification Program (PACP) scheme. While PACP provides an approach to interpret the observed defects, it is of a great significance to understand the surroundings of the assets that will have an impact on its structural and operational performance.

In order to incorporate the asset information with the PACP internal condition grades (ICGs) of the CCTV data, AECOM will develop a vulnerability assessment procedure that will assist the City in converting the ICGs into structural performance grades (SPGs). This procedure will conclude the final SPG based on a matrix that will integrate the proposed asset information with the CCTV results. The key to maximizing the effectiveness of a *collapse risk management* approach to overall system management is a thorough understanding of the subtle deterioration signs in these structures and their significance. AECOM will provide the different parameter consideration to aid in upgrading the ICGs to SPGs. Where applicable, these factors will be related to:

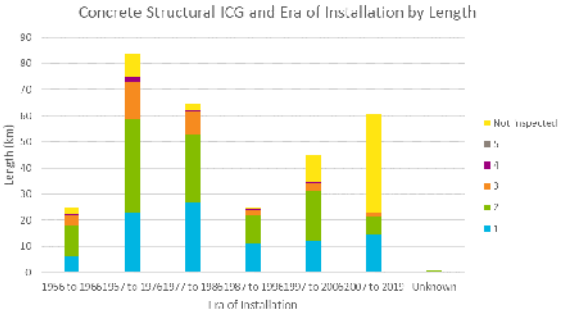


Figure 5: Sample ICG Assessment

- Soil Type
- Effect of Surcharging (type of the asset combined or separate system)
- Past Maintenance History.

INTERNAL CONDITION GRADE	SOIL TYPE	STRUCTURAL PERFORMANCE GRADE FREQUENCY OF SURCHARGE		
		RARELY	FREQUENTLY	DAILY
4	High risk	4	5	5
3		3	4	5
2		2	3	3
4	Medium risk	4	4	5
3		3	4	4
2		2	2	3
4	Low risk	4	4	5
3		3	3	3
2		2	2	2

Figure 6: Sample Showing the effect of Soil Type and Frequency of Surcharge on the SPG

Upon developing this procedure, AECOM will not only rely on peak scores/PACP data but also integrate asset's surroundings to enhance engineering decision making during the selection of any intervention action (cleaning, point repair, full lining, or replacement). AECOM will work with the City to develop a preliminary assessment of current service levels of each of the in-scope assets to incorporate into the LoS Framework developed in **Task 3**.

5.1.4.3 Assessing State of Infrastructure

AECOM will update the following as part of the current state analysis:

ESTIMATED SERVICE LIFE & REMAINING SERVICE LIFE

The estimated service life (ESL) is defined as the period over which an asset is available for use and able to provide the required level of service at an acceptable risk (i.e., without unforeseen costs of disruption for maintenance and repair). The ESL for this assignment will be based on discussions with City staff, information from previous studies, and any additional information that might inform the ESL.

Table 3: Condition Rating Scale

% of RSL	Condition Grade
80 – 100%	Very Good
60 – 80%	Good
40 – 60%	Fair
20 – 40%	Poor
< 20%	Very Poor

As a starting point for determining the Remaining Service Life (RSL), AECOM will use the installation / construction date together with the ESL to determine the RSL. The asset inventory will be populated with data for each asset in terms of ESL and RSL. The RSL can be further refined by overlaying any information that the City deems pertinent, such as soil conditions, and main blockages for its sewer and drainage infrastructure.

All assets are expected to deteriorate over their lifetime, and their assigned condition reflects the physical state of the asset. AECOM will work with the City to document existing condition assessment methodologies and rating criteria for the City's core assets based on industry best practice. No on-site condition assessments will be carried out for this project; therefore, physical condition of the assets will be based on existing condition data, and information from past studies gleaned from AECOM's initial data review. Where empirical data is not available (i.e., previous condition assessments, inspections, and observations), an age-based methodology will be applied to calculate the condition, calculated by: *RSL ÷ ESL x 100%.* This follows the standardized qualitative rating scheme defined in the Canadian Infrastructure Report Card 2016. An example of a five-point condition rating scale that AECOM has applied in the past for a stormwater system is presented in **Table 3**.

ASSET REPLACEMENT COST

AECOM will review the existing replacement cost estimation framework and ensure that the approach is sustainable and cost-effective for the desired use of the asset inventory. Key considerations include:

- Current unit replacement costs applied within the City and how that compares to values applied during past projects;
- Inclusion of appurtenances such as manholes, valves, service connections, and hydrants in the calculation of the per-meter costs of linear (pipe) assets;
- Inclusion of costs related to pavement reinstatement;
- Valuation of non-linear assets such as pump stations, chambers, reservoirs, treatment plants, and other facilities; and
- Sourcing replacement cost data, data upkeep, accuracy, responsibilities, effort, linkages with PSAB process, and frequency of updates.

City staff will have an opportunity to review the inventory and all inherent assumptions prior to commencing the proceeding AM Plan tasks.

5.1.5 Task 3.2: Levels of Service

Defining Levels of Service (LoS) can be a significant process that requires consulting services as well as a deep level of engagement from the City. It requires a common line of sight across the organization. Knowledge from tactical and operational levels of the organization are required to understand what is provided as a current LoS, while organizational leadership is required to define the vision for desired LoS with goals that are congruent with messaging to customers and the relevant funding levels. Technical LoS also need to be defined by asset category, making the exercise an iterative process when many corporate assets are involved.

Recognizing these realities, this assignment will begin by conducting a background review to define elements of the City's existing Technical LoS framework for each asset class. The review will include analysis of current asset management technical systems in use by the City, public reports, internal memos, budgets, strategies, operations plans, financial statements, spreadsheets, and inspection results, among others. Here, we will work to categorize each source of information as it applies to each service delivery group within the scope of this assignment.

With background review completed, we will document the technical LoS categories and potential measures for the City's core assets in alignment with O.Reg. 588/17. Desired LoS and performance measures can then be discussed and developed through workshops with relevant City stakeholder groups and documented in report format alongside concepts related to customer and technical LoS. The following items will be defined for each asset class:

- Strategic Outcome or Goal
- Level of Service Sub-Goal
- Performance Measure
- Links to City Operational Activities.

The LoS measures developed will provide a clear line of site to Asset Management and the goals of the senior leadership team by translating the City's corporate goals and strategies, and customer LoS into specific and measurable performance indicators. This is well expressed by



Figure 7: Translating Levels of Service to Performance Metrics

At the conclusion of this task, we will summarize and synthesize findings and recommendations, and document recommended practices for management, engineering, and operations aligned against corporate and strategic directives.

AECOM is uniquely positioned because of our leadership taken in the National Water and Wastewater Benchmarking Initiative (NWWBI) and National Transportation Benchmarking Initiative (NTBI). AECOM is intimately familiar with the data requirements, key performance indicators, collection strategies, and approach to measuring LoS performance across core assets and have worked in the past to translate these methods across other asset classes.

NATIONAL SOLIDWASTE BENCHMARKING INITIATIVE

NATIONAL WATER & WASTEWATER BENCHMARKING INITIATIVE

NATIONAL TRANSPORTATION BENCHMARKING INITIATIVE

AECOM's multi-decade involvement as a leader in benchmarking provides us with unsurpassed and country-wide insights into customer and technical LoS.

The proven methodology of the Benchmarking Initiative and AECOM's involvement will enable the team to draw on the collection of quality data, processes and information, and respective knowledge and best practices generated through the collaboration of the best minds of our Canadian municipalities and utilities. Our project team of skilled project leads bring to the City the benefit of their unique insights into the linkage between utility performance and customer and technical LoS, from working on the NWWBI as well as numerous other LoS assignments for AECOM clients in ON and beyond. Our facilitators have recently led sessions for Ottawa, Sudbury, East Gwillimbury, and Thames Centre, among others.

5.1.6 Task 3.3: Asset Lifecycle Strategies

Total asset lifecycle cost represents the sum of all costs associated with an asset. Costs associated with an asset inventory occur well beyond the expense of acquiring an asset. Steps in an asset's lifecycle will generally include:

- Asset creation and acquisition, where needs are identified, and the right solution is determined.
- Asset operation, where the assets are operated in a manner that achieves deliverables, while optimising the value of the asset and ensuring the control of risk.
- Maintenance delivery, which involves scheduling and delivering inspections, planned maintenance activities that are compliant with asset plans, the control of activities to meet agreed criteria and the management of faults and incidents.
- Asset decommissioning and disposal, which includes the safe removal and disposal of assets from the system.

AECOM will use its team of skilled facilitators to host a workshop to explore and document the City's current AM procedures and strategies related to the following:

- Understanding the typical life cycle activities for each asset type including operating, maintaining, renewal, replacement, and disposal.
- Exploring how linear assets such as pipes and roads, and non-linear assets such as bridges, culverts, pump stations, and maintenance holes will be associated with one another within each right-of-way, and how their respective life cycle activities / options might affect one another.
- Understanding and assessing existing risk frameworks and practices for effective prioritization of capital works for the optimization of available budget.
- Reviewing and assessing asset management workflows and documenting relevant roles and responsibilities.
- Recommending lifecycle management best practice strategies to enhance the City's understanding of activities and costing for future operations, maintenance, and renewals, by asset type.

This subtask will review and outline a process and define optimized lifecycle activities and/or interventions for the City's assets based on recommended activities needed to maintain the City's desired LoS. Results will be documented, and recommendations will be included for rehabilitation versus renewal strategies with methods for prioritization of individual assets, activities, and selected treatments based on condition and criticality. Once all PCI data has been collected and compiled, an assessment of potential treatment options will be reviewed. Immediate maintenance and capital construction needs for a 1-5 year cycle and 6-10 year cycle will be formulated based on the City's current budgetary restrictions using a "best return of Investment" model. A comparative analysis of the current condition of each road versus historical data will be completed to assess the pavement performance improvement since the last rehabilitation cycle. We will review current the City's current funding levels and compare against the estimated rehabilitation cost. Should current funding levels be insufficient to address rehabilitation needs, we will advise potential holding strategies to reach the next rehabilitation cycle. Potential strategies that will be considered:

- Mill and Overlay.
- Partial Depth Reconstruction.
- Full Depth Reconstruction of Asphalt.
- Full Depth Reconstruction of Asphalt and Granular.
- Full Depth reconstruction as a Rigid Pavement.
- In Place Full Depth Reclamation.
- Conversion from Hot Mix Asphalt to Surface Treated Roadway.
- Conversion from Surface Treated Roadway to Hot Mix Asphalt.

We will request what treatment technologies that the City employs. In addition, we will review those practices and explore at a minimum, one new cost-effective strategy from the list of potential strategies above, for discussion.

5.1.7 Task 3.4: Financial Strategies

AECOM will develop a comprehensive MS Excel financial model using the principles of Life Cycle Cost Analysis (LCCA) so that the City can prioritize and budget for an ongoing program that covers the upgrade, renewal / replacement of its core assets. This model will incorporate existing financial projections and be structured in such a manner to integrate with the City's broader financial plan. Following completion of the preceding Inventory, LoS and Risk tasks, AECOM will use this information to inform the LCCA of the City's core infrastructure. The general approach proposed for this model is to incorporate all aspects of the AM Plan into the Excel model. As such, AECOM will employ our custom-built MS Excel Asset Management Investment Planning tool serve as the basis for this task, which will then be customized to the needs of the City. The benefit of using the Excel toolset is the ability to adjust input parameters "on the fly" in a workshop setting to determine the impact on overall funding needs and utility fees and rates / taxes. The following figure presents some of the typical graphical outputs from the proposed MS Excel financial model:

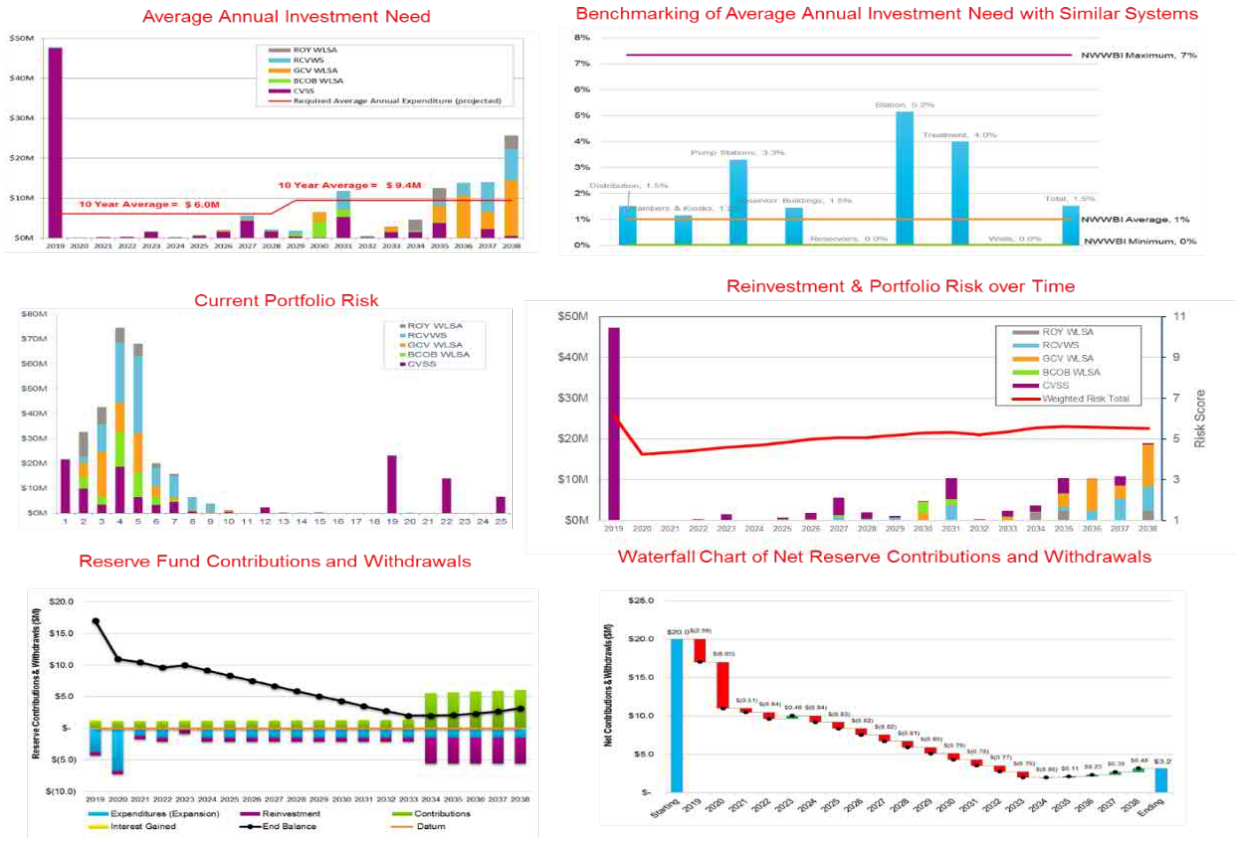


Figure 8: Typical Graphical Outputs from the Proposed MS Excel model

AECOM proposes to develop a draft version of the MS Excel tool that incorporates the learning from TASK 1 - 3, supplemented with the LCCA calculations and projections. We will then host a workshop with City staff to present the workings of the tool and the financial projections, and to discuss key input parameters and sensitivities. AECOM will incorporate all comments from the City following the workshop and provide the City with a final version for sign-off, before proceeding to completing the draft report.

5.1.8 Task 3.5: Risk Management

This task will outline the condition of the City's core infrastructure assets and recommend optimized activities and/or interventions (i.e., maintenance plans) for the City to achieve its desired levels of service. Recommendations will include rehabilitation versus renewal strategies with methods for prioritization of individual assets, activities, and selected treatments based on asset condition and criticality.

AECOM proposes to incorporate risk into the lifecycle and financial planning process by triggering renewal for assets that exceed the City's risk threshold. The result will be an Excel-based financial model that predicts and prioritizes AM activities over a 10, 25, and 50-year funding window. AECOM proposes a Probability of Failure (PoF) and Consequence of Failure (CoF) matrix as shown in . The Risk Score can be defined by the following basic equation: ***Risk = PoF x CoF***

The matrix will be developed in consultation with City staff to ensure that the parameters and thresholds align with the City's existing risk tolerance. The PoF will be based on five categories: Rare, Unlikely, Possible, Likely, and Almost Certain. The CoF will be based on the outcome of the following factors: Environmental Impacts; Social Impacts; Economic Impacts and be derived using proxies such as pipe flow and location using InfoAsset Planner. For the development of the risk model, AECOM proposes the option of using InfoAsset Planner (IAP, an Innovyze product) to perform all the calculations related to the risk modeling. IAP is a GIS add-on that manages linear and vertical asset risk assessment and scoring. It includes tools to house and review CCTV and other inspection data, hydraulic modeling, and maintenance data and facilitates the integration of these into risk models. It includes decision logic, life-cycle cost assessment and other tools to generate and prioritization capital projects. Directly integrated with Cityworks, IAP is a complete ArcGIS-based asset integrity management and capital planning software for water and wastewater networks.

			Probability of failure				
		Rating	1	2	3	4	5
	Rating	Descriptor	Rare	Unlikely	Possible	Likely	Certain
Potential Consequences	1	Insignificant	1	2	3	4	5
	2	Minor	2	4	6	8	10
	3	Moderate	3	6	9	12	15
	4	Major	4	8	12	16	20
	5	Catastrophic	5	10	15	20	25

Risk Score	Risk Category	Explanation
20 to 25	High	The risk is unacceptable
12 to 19	Significant	The risk requires action to reduce the risk to as low as reasonably practicable
8 to 11	Moderate	The risk is tolerable if the cost of risk reduction is greater than the improvement gained
1 to 7	Low	Indicates the risk is acceptable

Figure 9: Sample Risk Matrix & Intervention Plan

The proposed framework will incorporate a manual override of condition to incorporate staff experience using metrics such as pump failures, sewer blockages, road condition, etc. **Figure 9** presents an example of a condition / probability of failure framework that AECOM developed for a municipal client's roadway assets:

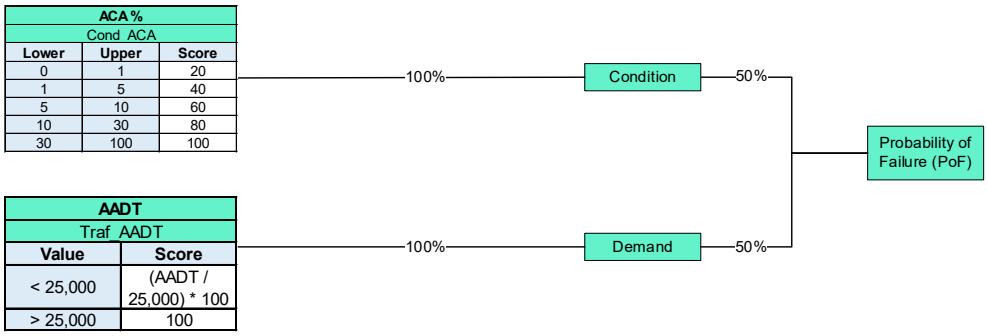


Figure 10: Sample Roads Asset Probability of Failure Framework

The purpose of the risk score is to identify assets that require immediate attention. Understanding the risk exposure for a given set of assets allows the City to identify where the organization is most exposed, and to target investments to reduce that exposure most effectively.

5.1.9 Task 4: Federal Asset Management Survey

The Canadian Infrastructure Report Card (CIRC) is now collected by Statistics Canada and was expanded to Canada's Core Public Infrastructure (CCPI) survey, as the federal government understands the importance of having a comprehensive view of the challenge across the country. In 2017 and 2019 the City completed the federal asset management survey. Taking in account that the survey is anticipated to be requested again in 2021 and in order to ensure consistency with the scope of the asset management plan, AECOM will assist the City with filling out the following CCPI survey components:

- Asset contingency values
- Estimated replacement values
- Estimated and actual renewal budgets
- Other values as part of the AMP scope

The following core infrastructure assets will be included in the survey, as identified in Phase I of Ontario Regulation 588/17:

- Wastewater assets.
- Stormwater management assets.
- Roads.
- Bridges and culverts.

Landfill Assets will also be included in the scope of the survey as requested by the City. The survey information will also be provided in digital spreadsheet format that will allow the City to have it readily available and update on an ongoing basis for future surveys.

5.1.10 Task 5: Asset Management Software

AECOM will undertake a data review and software needs assessment to improve data and information in the City's assets inventory. We will conduct interviews/workshops with key stakeholders to review the current software systems, asset inventory, and asset hierarchy developed as part of Task 1 and Task 2 of this project. As well, a new gap analysis will be conducted which will consider the new software solution requirements. The gap analysis will identify system upgrades, potential integrations with other business systems and additional enhancements. The gap analysis will also consider those areas where the current existing systems and data do not align with the organization's overall asset management strategy and asset management maturity.

We will identify the strengths and weaknesses of the current asset data and make recommendations to improve integration with the new software solution.

Our approach is to identify the technology solution and/or provide options that will best meet the City's specific needs and goals now and into the future in the most cost-effective manner. AECOM has a proven track record of delivering tangible, practical solutions that support sustainable infrastructure planning, decision making and long-range financial planning. To effectively identify the solution that will best meet the City's needs, we must answer the following questions:

- How well do the current systems work? What are the positives, challenges, and gaps?
- Which solution will integrate with and enhance the City's existing systems?
- Which solution will meet the City's goals and business requirements going forward?

Each solution will be assigned a priority by City staff, in consultation with AECOM, based on its relative importance to fulfilling the overall business needs. Software solutions will be assessed based on the following:

- Interviews / workshops with staff.
- Ability to meet the City's requirements (i.e., software functionality, usability, performance, configurability, integration, technology, etc.).
- Functional requirements.
- Project approach and understanding of the City's asset management objectives.
- Vendor's experience with customers like the City.
- Feedback and customer references.
- Ability to meet the City's selection and implementation timeframes.
- Vendor's implementation methodology and success.
- Ongoing maintenance, training, and support.
- Cost.



Figure 11: Review of Business Requirements

5.1.11 Task 6: Draft & Final AM Plan

AECOM will document the discussions and data gathered during Task 1 to Task 5 and prioritize AM initiatives for continuous improvement based on the City's current AM maturity. AECOM will develop a draft and final AM Plan for the City's wastewater, stormwater, culverts and bridges and road asset categories which will include the following:

- Summary of services, assets, and service risks.
- Summary of activities and programs for each service area.
- Standardized rating system for asset condition.
- Levels of Service Framework.
- Summary of capital, maintenance, and operational objectives.
- Asset management lifecycle and financial strategies.
- Risk framework approach; and
- Recommended AM improvement initiatives and priorities.

It is important to keep in mind that implementing change is a significant undertaking, requiring careful planning and changes to the way people work. AM buy-in and support are needed from all levels of the organization so that that the needed standards, practices, and tools are properly adopted and incorporated into day-to-day operations. As such, the AM Plans will include an AM Roadmap to support the successful implementation and sequencing of the recommended AM improvement initiatives.

Upon the submission of the draft AMP, the City will be provided a minimum of two weeks to review the AMP and provide feedback. AECOM will incorporate the City's comments and revise the AMP prior to the release of a final version. A final presentation of the AMP's will be provided.

5.2 Project Management

AECOM has developed a set of Corporate Project Management standard policies, procedures, and practices, developed over decades of project work, that guide our people to high-quality program/project management. The AECOM Project Management Approach (**Figure 12**) confirms clarity of scope, schedule, and systems, creating a uniform and common set of systems, protocols, and knowledge – prerequisites to developing and maintaining a collaborative working environment.

- AECOM's certified Project Managers will proactively manage roster projects by:
- Providing timely and accurate status reports by tracking and comparing expenditures to budget and progress, and tracking and updating the schedule.
- Providing budget control and financial management.
- Maintaining project schedule by meeting major milestones and assisting the City with the timely review of milestone submittals.
- Anticipating project challenges, and proactively developing alternative solutions.
- Acting decisively rather than reacting after problems occur.
- Informing the City of all project related activities.

Good project management is vital to project success. We help our clients meet their project objectives by acting as an extension of their organisation and protecting their interests as our own. AECOM has strict project management protocols and systems in place so that we offer the very best service to our clients.

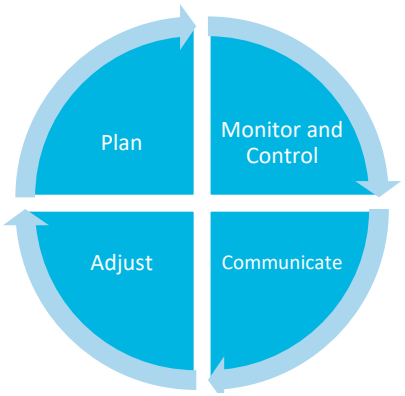


Figure 12: AECOM's Project Management Approach

5.2.1 AECOM Project Information Centre

The AECOM Project Information Centre (APIC) was created to establish standard procedures for project delivery. APIC delivers a project manager tool kit that improves the ability to manage projects and comply with AECOM's policies and standard project management principles. APIC provides a single interface to help project managers complete their tasks and responsibilities through real time data analysis and reporting. It is a flexible tool designed to accommodate various project types and sizes. AECOM project managers use APIC to:

- Set up projects and monitor the internal approval process.
- Modify scope, schedule and budget as projects change.
- Receive notifications on action items needed to progress projects.
- Control and track performance, costs, and revenues on a detailed basis.
- Complete scenario planning on different outcomes to analyze the schedule for time savings and determine financial impacts.
- Submit reports and Estimate at Completion (EACs) to key individuals as required.

Using APIC, our Project Manager has direct responsibility and accountability for the project on a scope, schedule and budget basis and the necessary tools to support project delivery. This tool also allows project managers to update clients on project status in a timely and efficient manner.

5.2.2 AECOM Technical Practices Network





AECOM's Asset Management Technical Practice Network (TPN) is a network of technical practitioners as well as staff in functional roles, linking colleagues across business lines and global geographies.

The AM TPN is comprised of a community of 850 asset management employees globally, that fosters collaboration among the group members using a SharePoint website, a Chatter feed, training and collaboration webinars, mentoring, and live meetings. Through the SharePoint website, groups share reference materials, technical tools, standards, and marketing resources. AECOM's AM TPN is a gateway to collaborative networks designed to help our employees around the world share and advance technical knowledge and provide AECOM staff quick access to information necessary to deliver services to our clients.

5.2.3 Enhanced Quality Management



Figure 13: AECOM's Quality Management Approach

Quality is fundamental to our core purpose of delivering solutions that enhance and sustain the world's built, natural, and social environments. As such, AECOM has implemented a streamlined Quality Management System (QMS) designed to foster a culture of quality and continual improvement. The QMS complies with the requirements of ISO 9001:2015 and has been implemented so that all projects meet or exceed all defined client, AECOM, regulatory and statutory requirements (**Figure 13**). AECOM expects and requires all our people to implement and comply with the requirements of our Quality Management System. All QMS documentation, including our Quality Policy, Commitment to Quality, Project Delivery System (PDS), Document Management procedures, Continual improvement Processes and all associated tools and information is available to all employees via our intranet.

At the heart of the workflows captured within APIC related to QA/QC is the TQR or "Technical Quality Review". Each review approach is tailored to the needs of the individual project, with the understanding that every deliverable and work product that AECOM produces represents AECOM and the professional standards under which AECOM operates. At the end of the TQR, verification by the assigned project QA/QC confirms that the work product meets contractual requirements and professional standards of care. The QA/QC Lead also verifies that the reviews are complete, and the comments are addressed appropriately.

The most common check performed by the LV before deliverables are issued is the Discipline Review, which is a check or assessment, for each discipline, whether a deliverable fulfills client requirements and is consistent with the professional standard of care. This assessment includes non-discipline specific (first two bullets below) and discipline specific items. Items considered include, but are not limited to:

- Accuracy of data entry.
- Adherence to graphics standards, spelling and grammar.
- Use of proper standards, such as ASTM standards, regulations, guidance, or client direction.
- Calculation (calculation checks form their own type of review; see below).
- Organization, clarity, and completeness of the deliverable.
- Conformance with proposal, contract, and other client agreements (e.g., design requirements).
- Compliance with input requirements, acceptance criteria, relevant laws and regulations, and anticipated safety standards.

Once all parties have signed off on a deliverable, with final sign-off from the LV, a TQRR or "Technical Quality Review Record" is issued and saved on the AECOM server as proof that the necessary reviews have been completed, and that all comments have been addressed. This process allows us to consistently deliver high quality products to our clients.

5.3 Innovative Value-Add Options

5.3.1 (Optional) AECOM's AM Training Portal

AECOM has launched an asset management learning portal (see Figure 14: Sample AECOM AM Training Materials) which allows learners to acquire an Asset Management (AM) Certificate and covers the 39-asset management subject areas that make up the "AM Landscape". The objective of the course is to prepare learners to pass the IAM Certificate exam. Participants can complete the AM learning modules on tablets, laptops, or PCs. The AECOM Asset Management Learning Portal can be accessed at: https://www.aecom-amlearning.com/.The delivery of effective asset management relies on good leadership because of its cross-functional nature and because it requires asset managers to think about issues over an extended period. Good asset management requires people to work together effectively. It also requires people to think long term about the assets they are managing. This often means undertaking activities that may not deliver tangible value for a number of years. Critical to the success of the asset management system is a culture of awareness. Furthermore, an organization must take relevant steps to confirm that it has the necessary skill set to deliver its asset management objectives.

The AECOM Asset Management Learning Portal addresses the aforementioned and provides learners with the ability to learn about AM at their own pace and the location of their choosing, without the need for expensive travel. Learners can sign up for the course by means of PayPal or credit card, and AECOM offers discounts for group sign-ups. The option exists for the City to sign up its staff members to take any of the training options available on the AECOM AM training portal, in support of the overall AM project.

Please contact christiaan.lombard@aecom.com for more information.



Figure 14: Sample AECOM AM Training Materials

5.3.2 (Optional) Level of Service Customer Consultation Plan

Customer consultation is a vital step if service levels are to be formally adopted and continually used to improve AM practices within an organization. While elected representatives are often the ultimate decision maker, they must report to their constituents. Therefore, the community must feel that their opinions are fairly considered while being educated regarding the services provided and important decision factors such as costs and future demands. In addition to explaining what customer consultation means in the context of LoS and the role it serves, this plan will provide the City with a framework to perform customer consultation now and in the future.



Prior to commencing this task AECOM will engage with key stakeholders at the City to determine what their preferred consultation process is, whether it

be surveys, focus groups, feedback forms, online content, or a combination thereof. It is important that the consultation plan for LoS is consistent with the City's existing practices. We foresee the main challenge being customer engagement. The public is already overloaded with feedback requests from both public and private sector organizations. Public sector organizations must also be mindful that some of their customers can feel resentment over the lack of service options. Consequently, AECOM will develop the consultation plan with meaningfulness and convenience in mind. The consultation plan will also be developed to gauge customer expectations, satisfaction, priorities, and willingness to pay for upgraded LoS. This will enable the City to evaluate their service options, establish priorities for expenditures and, ultimately, inform and educate their customers.



Figure 15: Levels of Stakeholder Engagement

This purpose of the Customer Consultation Plan is to:

- Clearly define the objectives and goals of the consultation process.
- Gauge customer expectations, satisfaction, priorities, and willingness to pay for upgraded levels of service.
- Educate and inform customers about the City's evaluation of service options and trade-offs.
- Document how the consultation process will be integrated with the City's planning and decision-making process.

5.3.4 (Optional) Life Cycle Modeling Using Predictor Enterprise from Assetic

AECOM provides the City the option to generate the life cycle and financial analysis outputs using Predictor Enterprise. Predictor Enterprise from Assetic (www.assetic.com/) is a cloud-based strategic asset management tool that empowers your team with community-driven strategies, what-if scenario modeling, and reporting tools that turn data into roadmaps and goals into realities. Should the City wish to pursue the use of Predictor Enterprise for the development of the AMP outputs, AECOM can provide optional pricing to perform the analysis and develop the outputs for Tasks 3.3 – 3.5, plus ongoing annual costs for access and maintenance. We could also discuss potential savings and efficiencies over the work in the base proposal associated with using Assetic Predictor. Some of the benefits of Predictor Enterprise are presented at right and below.



Figure 1. Lifecycle Modeling Dashboard

> Tell a better story to stakeholders by sharing easy-to-understand and accurate asset management data.

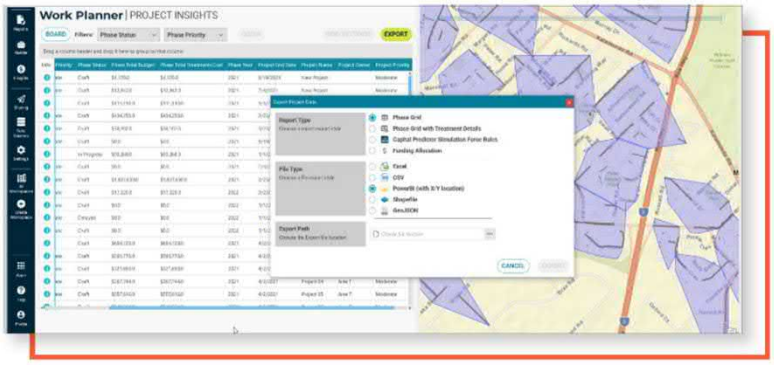


Figure 2. Work Planner / Project Insights

> Flexible and powerful sort, filter and export tools connect Work Planner outputs with various business analytics and reporting systems.

Predictor Enterprise Product Features

- Prediction Modelling — Apply service-based life cycle degradation paths and proven proprietary algorithms at component, specific asset, asset type or asset class level, enabling accurate forecasting of the health of your entire network; monitor the effects of maintenance and treatments applied.
- Live Data & Reporting — Improve efficiency exponentially by sharing accurate, digestible, and up-to-date asset management reporting outputs —no training or software installation required.
- Cloud-Based — We live in the data era – big data, IoT, mobile technology, millions of assets, multiple asset types, various sources, trillions of iterations. Unleash the power of cloud for superior processing speed, to deliver the results you need.
- Visualization Integrations — REST APIs and data connectors integrate seamlessly to GIS, BI and analytics engines to bring your asset management plans to life and engage your audiences. Integrate multiple input sources and create a unified, informed story.
- Comparison Reporting — Forecast changes to future condition and service levels of every asset in your portfolio given decreased, fixed, or increased funding. Inform capital investment decision-making to maximize asset health with accurate scenario modeling (up to 100 years) across treatment types, intervention points, funding levels required and more.

6. Project Schedule

The project schedule in **Figure 16** provides a description of the major work tasks and associated time frames proposed for this assignment. While we believe this to be a viable schedule that meets the City's desired completion date, our project manager will develop and submit a formal detailed schedule following the Project Kick-off Meeting. We have developed the preliminary schedule based on our understanding of the proposed scope and methodology. AECOM recognizes and understands the situation surrounding Covid-19 changes daily and this may affect the ability of the City to access resources or information required for this project. We are flexible in our proposed timeline and commit to working closely with the City to regularly update the schedule should the need arise.

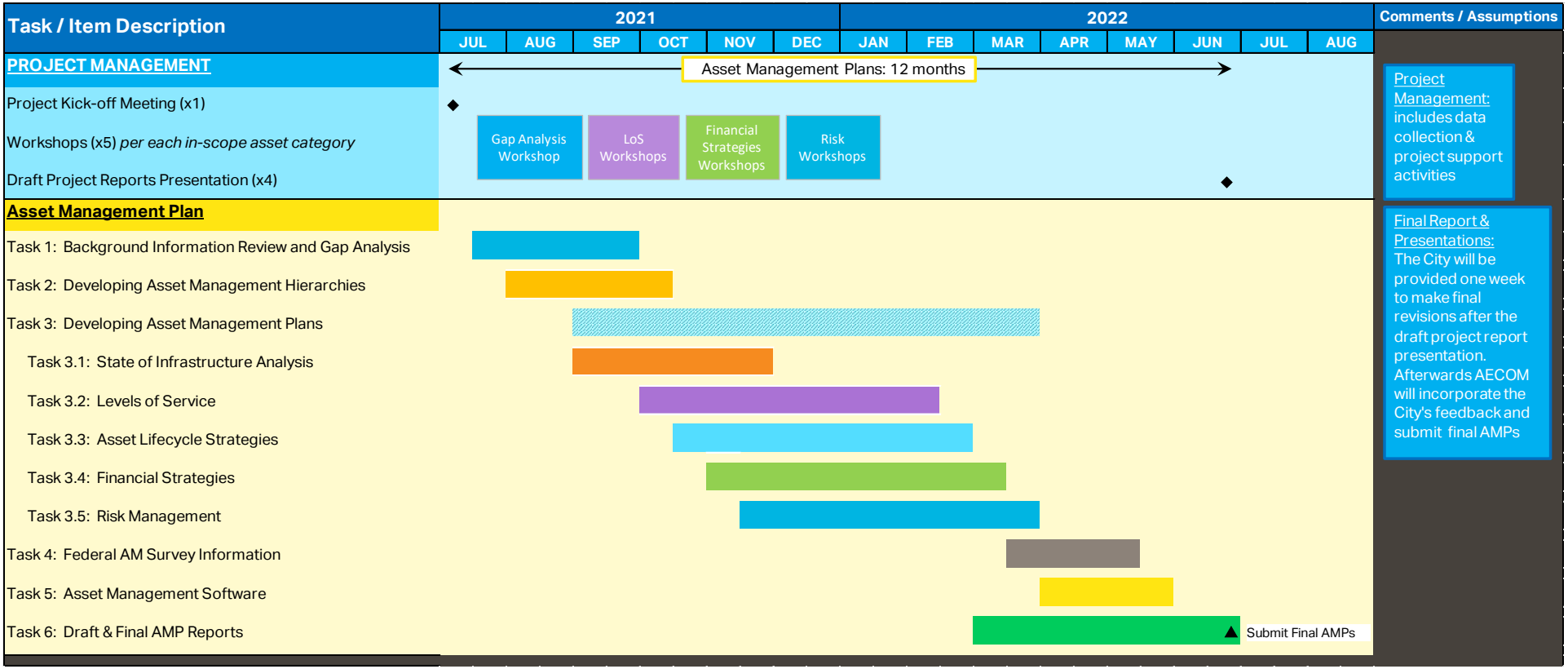


Figure 16: Project Schedule

7. Fees

The AECOM pricing proposal are provided in **Table 4** on the following page. Our pricing is contingent upon the following:

- The scope of work will be as outlined in the Work Plan Methodology (see **Section 5**) of our proposal.
- AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.
- If performance of the Services is affected by causes beyond AECOM's reasonable control ("Force Majeure"), the project schedule and the compensation shall be equitably adjusted to compensate AECOM for any reasonable increase in the time and costs necessary to perform the services. Force Majeure shall include, but not be limited to "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, viruses (e.g., SARS Cov-2), disease (e.g., COVID-19), plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure events).
- AECOM guarantees that the upset fee will not be exceeded unless the City specifically requests that new scope be attached to this assignment. The fee and disbursement totals shown for each task are based upon our best estimates. We reserve the right to adjust budgets for each task as necessary while remaining within the total maximum fee.
- The individual charge-out rates shown in **Table 4** are valid until July 31st, 2022. Should the project continue beyond this date for reasons beyond AECOM's control, we reserve the right to increase the rates by an inflationary adjustment of 3%.
- All invoices will be rendered monthly, with net 30-day payment terms. Interest will be charged on overdue accounts at a rate of 2 percent per month. Individual tasks will be billed on a per lump sum basis. All invoices will be accompanied by a progress report outlining the following:
  - Project budget.
  - Current invoice.
  - Total invoiced to date.
  - Projected variances (if any)
  - Tasks completed in the current invoice period.
  - Tasks to be completed in the next period.

Table 4: AECOM Pricing Proposal

Proposed Time-Task Breakdown City of Sault Ste. Marie Asset Management Plan – Consulting Engineering Services RFP #: 2021PWE-ENG-03-P		Project Manager	Project Director / Local Liaison	Wastewater Technical Lead	Stormwater Technical Lead	Bridges & Culverts Technical Lead	Roads Technical Lead	Asset Management Technical Support	Asset Management Technical Support	Asset Management Technical Support	Local Technical Support	Local Technical Support	Support	Total Hours	Total Labour	Disbursements	TOTAL COST (Excl. GST)
		Chris Lombard	Rick Talvitie	Khalid Kaddoura	Nancy Hill	Devin Sauer	Shawn Lapain	Kimberly Bueckert	Alexander Kolesov	Donghui Lu	Jerry Tulloch	Tara Abernot	Administrative Support				
	HOURLY RATE	[redacted]															
No.	TASK DESCRIPTION																
1	Task 1: Background Information Review & Gap Analysis	[redacted]															$17,270
2	Task 2: Developing Asset Management Hierarchies																$15,590
3	Task 3: Developing Asset Management Plan																$112,250
4	*Task 3.1: State of Infrastructure Analysis*																*$57,650*
5	*Task 3.2: Levels of Service*																*$14,120*
6	*Task 3.3: Asset Lifecycle Strategies*																*$14,140*
7	*Task 3.4: Financial Strategies*																*$13,140*
8	*Task 3.5: Risk Management*																*$13,200*
9	Task 4: Federal AM Survey Information																$13,620
10	Task 5: Asset Management Software																$14,640
11	Task 6: Draft & Final AMP Reports																$36,630
Total Hours																	
Total Cost (Excl. GST)		$33,540	$3,750	$9,000	$15,960	$13,000	$24,000	$17,200	$21,120	$20,000	$22,560	$19,620	$900		$200,650	$9,350	$210,000
Percent of Project Time		10%	1%	5%	5%	7%	12%	11%	11%	13%	12%	14%	1%				
Portion of Fee Allocated to Wastewater Assets		25%												397	$50,163	$2,338	$52,500



About AECOM

AECOM is the world's premier infrastructure consulting firm, delivering professional services throughout the project lifecycle – from planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical expertise and innovation, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm and its Professional Services business had revenue of $13.2 billion in fiscal year 2020. See how we deliver what others can only imagine at aecom.com and @AECOM.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-168

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Landfill Pumping Station Preliminary Upgrades Study.

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 August 9, 2021 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Landfill Pumping Station Preliminary Upgrades Study.

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 August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-168 ENGINEERING AGREEMENT AECOM CANADA LTD..DOCX

Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

Landfill Pumping Station Preliminary Upgrades Study

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 9th **day of** August **20** 21

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Consulting engineering services to provide a preliminary design study of the Landfill Sewage Pumping Station.

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:

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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. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** 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

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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.

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional 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

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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

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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 confidentially, 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.

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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 is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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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.

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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.

N/A

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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.

Refer to attached AECOM proposal dated January 28, 2021 re: City of Sault Ste. Marie Landfill Pumping Station Preliminary Upgrades Study.

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Refer to attached AECOM proposal dated January 28, 2021 re: City of Sault Ste. Marie Landfill Pumping Station Preliminary Upgrades Study.

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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

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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 $39,242 plus, applicable taxes made up as follows:

(i) $39,242 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 or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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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 3 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 12 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.

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3.3.3 Lump Sum Does Not Apply

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 2 % per annum.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Rick Talvitie, P. Eng.	Name	
Title	Associate Vice President	Title	

CLIENT: 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_____Day of_____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

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ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents ifrequired.

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:

	Attached
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	☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

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Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:
"Included in the fee, the Engineer shall be reimbursed at cost 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.
"In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

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

January 28, 2021

Proposal

Dear Catherine,

Subject: Sault Ste. Marie Landfill Pumping Station Preliminary Upgrades Study

Introduction & Background

As part of the Sault Ste. Marie landfill site Environmental Assessment study, it has been identified that the sanitary pumping station located at the landfill site may be inadequate to service the current and anticipated future flows and the facility is at or near is anticipated service life. The existing station consists of a duplex pump system operating in a duty/stand-by configuration, although both pumps have been utilized to convey flows during peak events. The influent flows to the sanitary pumping station are conveyed through a forcemain and gravity sewer from within the landfill site. The duplex pumping system discharges flows through a forcemain to a near by gravity sanitary sewer. Currently, there is no backup power available at the site to allow for a continuation of pumping during power outages. As such, the station is at risk for adverse conditions should flows exceed the station's capacity, or if power to the site is unavailable.

The City of Sault Ste. Marie is seeking a proposal to undertake a preliminary design study to review the required upgrades to this pumping station. Please accept this letter, along with the attached time task matrix, outlining our proposed scope of work, work plan, associated fees, and proposed schedule to meet the City's objectives. The following sections outline AECOM's proposed methodology and proposed scope of work based on our understanding of the Project.

Scope of Work

AECOM's proposed scope of work is summarized below:

- Capacity review of the existing pump station with due consideration for future anticipated flows.
- Capacity review of the existing forcemain.
- Identify and prepare a list of recommended upgrades to the facility.
- Review and identify necessary electrical and control upgrades.
- Evaluate and prepare conceptual design drawings.
- Summarize and evaluate standby power servicing strategy versus other risk management strategies (portable generator versus permanent unit, type of fuel, pump and truck, etc.).
- Prepare preliminary design report, conceptual drawings and Class C cost estimate.

Work Plan & Deliverables

Based on our understanding of the project, we have assembled a Time-Task-Matrix (attached). Additional information for each Task is included in subsequent sections of this Proposal.

Task 1 – Project Initiation and Review of Existing Information

Our team will review existing available records related to the Landfill Pumping Station ('SPS') to build a thorough background understanding of the site and assess project goals. AECOM will request and review existing power usage and power outage information, pumping records, and review the relevant design standards which relate to the pumping station. During the project initiation meeting, AECOM staff will confirm the project's objectives with City staff.

Deliverables & Meetings:

- Project Initiation Meeting & Meeting Notes (Draft and Final).

Task 2 – Preliminary Design Analysis

AECOM will begin a detailed assessment of existing conditions at the SPS including the forcemain. During this review, AECOM will establish the key parameters of the pumping station including current average and peak flows, anticipated future flows, forcemain capacity, electrical power considerations and the station control philosophy. We will also develop and assess contingency scenarios including power outages, forcemain and pump failures. This will include consideration of the possible addition of backup power for the facility versus pumping and trucking leachate. AECOM will summarize the findings and prepare a list of proposed upgrades for consideration by City staff in a technical memorandum. A meeting will be held with City staff to review the findings and discuss the proposed upgrades.

Deliverables associated with this Task include:

- Tech Memo #1 – Summary of Existing Conditions and Future Pump Station Requirements (Draft and Final).
- Client Review Meeting & Meeting Notes (Draft & Final).

Task 3 – Conceptual Upgrades Package

Upon completion of Task 2, AECOM will prepare a conceptual design package based on the agreed upon upgrades. The conceptual drawing package will include plan and section layout drawings to identify pump configuration and piping modification, process & instrumentation diagram, and will identify proposed electrical upgrades and standby power requirements (if needed). A Preliminary Design Report will also be included to outline the required upgrades, servicing conditions, and design considerations for the future design of the pumping station. Based on the Preliminary Design Report and conceptual layout drawings, AECOM will complete a capital cost estimate for the City's consideration which will be suitable for budgetary purposes.

Deliverables associated with this Task include:

- Preliminary Design Report (Draft & Final);
- Class 'C' Cost Estimate;
- Conceptual Pumping Station Drawing Package
    - Pump & piping layout drawing
    - P&ID
- Project Meeting #3 (Preliminary Design Report) Meeting Minutes (Draft and Final).

Project Team

AECOM has identified the following key team members to complete this Project:

- Rick Talvitie, P.Eng. – Project Director/Local Coordinator

- Mo Bagajati, P.Eng. – Project Manager
- Greg Simon, P.Eng. – Process Lead
- Neil Garnham, P.Eng. – Electrical Lead

Summary of Fees

Project fees are estimated as follows:

Task 1: Project Initiation	$ 5,900
Task 2: Preliminary Design Analysis	$11,660
Task 3: Conceptual Upgrades Package	$19,820
Information Technology & Communication Fee (5%)	$ 1,862
Total Cost:	**$39,242**

The above fees are considered an upset limit and do not include H.S.T.

Project Schedule

Upon acceptance of this Proposal, AECOM can immediately begin working on this Project. A draft schedule has been prepared for the City's review and comment.

Item / Task	Completion Date
Project Meeting #1 (Project Initiation Meeting)	February 19, 2021
Technical Memo #1 - Summary of Existing Conditions and Future Pump Station Requirements	March 17, 2021
Project Meeting #2	March 24, 2021
Preliminary Design Report & Conceptual Design Package (Draft)	April 28, 2021
Project Meeting #3 (Discussion of Preliminary Design Report)	May 5, 2021
Preliminary Design Report & Conceptual Design Package (Final)	May 12, 2021

Closing

We thank you for the opportunity to submit this proposal and look forward to working with the City on this important project. Should you have any comments or questions about the proposed work plan, fee estimate, or schedule, please do not hesitate to reach out to the undersigned.

Sincerely,
AECOM Canada Ltd.

Muhannad Bagajati, P.Eng.
Project Manager, Wastewater Group Leader
m.bagajati@aecom.com

Rick Talvitie, P.Eng.
Manager, Northern Ontario
rick.talvitie@aecom.com

Attachments: Time Task Matrix

Sault. Ste. Marie Landfill Pumping Station Preliminary Upgrades Study

Prepared by Greg Simon
Reviewed by Mo Bagajati
January 22, 2021

	Muhannad Bagajati *Project Manager*	Rick Talvitie *Project Director / Local Co-ordinator*	Greg Simon *Process Engineer*	Neil Garnham *Electrical Engineer*	QA/QC	Engineering Support & CAD	Administrative Support	Total Hours	Subtotal (Fees)	Expenses	TOTAL
Task 1 - Project Initiation and Review of Existing Information											
Project management / coordination tasking											$2,600
Project Initiation Meeting **(Project Meeting #1)**											$1,500
Review of Existing Historical Information (number and duration of power outages, pumping records, power usage, etc.)											$700
Review of Applicable Design Standards											$1,100
Total Hours Task 1											***$5,900***
Task 2 - Preliminary Design Analysis											
Review existing pumping station conditions (pump flow rates, wet well size, forcemain capacity, pumping configuration).											$1,040
Determine expected future flows based on information gathered in Task 1											$520
Compare existing pumping station capacity and configuration against future needs, assess deficiencies											$700
Review existing power demands, and assess future power requirements											$1,140
Review standby power requirements for nearby facilities and infrastructure											$700
Identify and evaluate contingency planning approaches (eg. standby-power, pump and truck, other)											$740
Determine preferred standby power servicing strategy (i.e. portable generator or permanent unit) if preferred											$880
Review control philosophy for pumping station											$2,060
Summarize future pump station requirements **(Tech Memo #1)**											$2,200
Client Review Meeting (**Project Meeting #2)**											$1,680
Total Hours Task 2											***$11,660***
Task 3 - Conceptual Upgrades Package											
Complete conceptual P&ID											$2,920
Complete conceptual pumping station layout											$4,300
Complete draft Preliminary Design Report											$8,760
Complete Capital Cost Estimate (Class C)											$1,530
Project meeting to discuss draft Preliminary Design Report **(Project Meeting #3)**											$1,330
Finalize and submit Preliminary Design Report based on review comments and meeting (assume one round of comments)											$980
Total Hours Task 3											***$19,820***
SUBTOTALS (Hours)											$37,380
SUBTOTALS (Fees)	$7,200	$2,400	$13,520	$5,720	$1,890	$5,600	$900				
Information Technology and Communication Fee (5%)									$1,862		
								TOTAL	**$39,092**	**$150**	**$39,242**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-169

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and AECOM Canada Limited for the operational and capital requirements to provide engineering services for the conceptual streetscape, road and traffic design for downtown road improvements on Queen Street East and Spring Street planned to begin 2023.

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 August 9, 2021 between the City and AECOM Canada Limited, a copy of which is attached as Schedule “A” hereto. This Agreement is to provide engineering services for the conceptual streetscape, road and traffic design for downtown road improvements on Queen Street East and Spring Street planned to begin 2023.

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 August, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-169 Queen and Spring Street Improvements.docx

Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

Queen Street East Improvements - Gore Street to Pim Street
Spring Street Waterfront Connector

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 9th **day of** August **20** 21

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

AECOM Canada Limited

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Provide Conceptual Engineering Design of Queen Street East Improvements between Gore Street and Pim Street, and Spring Street Waterfront Connector

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:

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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. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** 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

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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.

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional 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

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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

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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 confidentially, 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.

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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 is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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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.

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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.

N/A

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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.

Refer to the attached City of Sault Ste Marie Request for Proposal and AECOM's Proposal dated June 25, 2021 re: Queen Street East Improvements - Gore Street to Pim Street, Spring Street Waterfront Connector.

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Refer to the attached City of Sault Ste Marie Request for Proposal and AECOM's Proposal dated June 25, 2021 re: Queen Street East Improvements - Gore Street to Pim Street, Spring Street Waterfront Connector.

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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

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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 $178,605. 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 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 or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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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.

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3.3.3 Lump Sum Does Not Apply

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.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Rick Talvitie	Name	
Title	Associate Vice President	Title	

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** August **, 20** 21

Signature		Signature	
Name	Christian Provenzano	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

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ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents ifrequired.

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:

	Attached
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	☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

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Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:
"Included in the fee, the Engineer shall be reimbursed at cost 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.
"In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

Schedule B: Addendum

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

ADDENDUM NO. 1

June 18, 2021

REQUEST FOR PROPOSAL 2021
Queen Street East and Spring Street Improvements

I - Note the following **change and questions asked and answered** as they relate to the above mentioned Proposal:

Change #1: Correction in wording, 'Detailed Design' changed to 'Conceptual Design'

2. Terms of Reference; 2.1 Introduction; The required scope of services for this project will generally include:

- Minimum three design meetings with City staff
- Consultation with all affected businesses, associations, agencies and private citizens
- One Public Information Session
- Conceptual design including design of curb placement, new asphalt, lane markings, pedestrian surfaces, crossings, boulevard treatment, lighting, trees/plantings, and all other landscape architecture/ streetscape design features and amenities

II - Note the following response to question(s) **clarifications** as they relate to the above mentioned Proposal:

Clarification #1: Please confirm if the City anticipates the project to be planned in accordance with a Schedule A+ EA

Answer: Yes, assume this is a schedule A+.

Clarification #2: Section 2.1 states that the City may extend the services to include tendering and CA. Are we to include an estimate of fees for such?

Answer: No, the City will request a price after conceptual design.

Clarification #3: Section 1.15 Agreement for Services indicates that a standard MEA agreement will be utilized. Does this mean the City will not require the inclusion of their recently updated supplemental conditions?

Answer: No, the Proponent will be required to enter into an MEA agreement including the City Supplemental Conditions.

Clarification #4: Will the City be providing camera inspections of the sewers to the successful consultant?

Answer: Yes, CCTV inspections are being conducted currently and will be available to the successful proponent.

Clarification #5: Is the watermain and underground electrical (PUC infrastructure) to be included in the scope of work?

Answer: The PUC is interested in assessing their infrastructure and have asked to be involved in design meetings. Design work requested by the PUC for water or electrical would be an extra and negotiated with them.

Clarification #6: As part of the survey scope of work, do you want underground locates of utilities (i.e. bell ducts, gas etc) and/or inverts and pipe elevations?

Answer: A complete topographic survey for detailed design is part of the scope of work. Underground utilities such as gas may include shooting the painted locate marks.

Clarification #7: There is reference to options. Presumably, the City would like to see at least two options one of which may include a bike lane?

Answer: Potentially a bike lane if space permits. Options with respect to streetscaping will be considered as well.

Clarification #8: We were under the impression there has been some conceptual design work completed for Spring Street previously. Is the intent to review and modify/update the previous design or?

Answer: There has been no recent design work done on Spring Street. This is a new vision.

Clarification #9: There are existing mature trees within/immediately adjacent to the project limits, which may be impacted due to the redesign. Is it required to complete the tree inventory at this stage or in the detail design stage?

Answer: There would be merit in identifying existing trees that shall be incorporated into the new streetscape design.

Clarification #10: For the Public Information session – will 3d renderings be required? If yes, how many should we consider for pricing purposes?

Answer: 3d renderings will be equired. 1 for Spring, 1 for Queen.

Clarification #11: Do you want pricing for the detailed designs of traffic signals?

Answer: No, traffic design would fall under detailed design although traffic engineering considerations should be made in identifying where new infrastructure is required to meet current standards for traffic signals.

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
Queen Street East Improvements – Gore Street to Pim Street
Spring Street Waterfront Connector

June 3, 2021

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1. Introduction

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed Queen Street East improvements within the downtown between Gore Street and Pim Street as well as improvements to Spring Street between Queen Street and Foster Drive. Spring Street will be transformed into a 'woonerf', a pedestrian focused shared street. This will create a promenade between the downtown and waterfront, connecting Queen Street and the new downtown Plaza with the waterfront walkway, Roberta Bondar Park and marina.

Underground services on this section of Queen and Spring Street are no older than 40 years. Professional services required for this project include a complete review of the existing above and below grade infrastructure within the limits, recommendations on replacement of aged infrastructure, development of a new streetscape plan within the limits, incorporation of active transportation features, detailed design, tendering and contract administration of the project.

1.2. Date, Place and Methodology for Submitting Proposals

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until **Friday, June 25, 2021** at 11:00 a.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

Electronic submissions must be sent to the following email address:

proposals.engineering@cityssm.on.ca

with this subject line:

> Proposal – Electronic Submission – Engineering Services – Queen Street East & Spring Street Improvements

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official

time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a quotation and submit their quotation well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.

Printed submissions must be sealed in an envelope or package properly marked as to contents (**"ENGINEERING SERVICES –QUEEN STREET EAST & SPRING STREET IMPROVEMENTS"**) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie
Engineering Division
Attn: Carl Rumiel
99 Foster Drive – Level 5
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to fifteen (15) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as ***"Original"*** and three (3) sets marked as ***"Copy"***.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

The Contact Person for this RFP is Mr. Carl Rumiel, Manager, Design and Transportation Engineering; email c.rumiel@cityssm.on.ca ; telephone 705-542-7631

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. **All questions must be submitted prior to Friday, June 18th, 2021.**

1.3. Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed ***by email only*** to Mr. Carl Rumiel, Manager, Design and Transportation; email c.rumiel@cityssm.on.ca. Do not send questions to the "Proposals" email address.

General bidding process inquiries should be directed (by email preferred) to Ms. Karen Marlow; Manager of Purchasing; telephone 705-759-5298;
email k.marlow@cityssm.on.ca.

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 are to conform to the terms and conditions set out herein. 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. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6. Proposal Evaluation

The successful proponent 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.

1) Consulting team's ability outlining expertise in municipal road design with important emphasis on urban design features such as streetscaping and landscape architecture. Include relevant past experience on similar projects.

2) Detailed proposed work program methodology;

3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; and

4) A fee schedule (showing HST as extra) indicating the name, role and rate of pay for each individual assigned to the project, and an estimate of time to be spent on the project. Costs for subconsultants must be included and itemized. The total cost of the engineering and landscape architecture assignment shall include work up to and including conceptual design completion. The initial engineering agreement will include this **conceptual design phase only**. City staff will seek approval to extend fees to include construction drawings, tendering and contract administration after the design is complete. Cost of Disbursements must be itemized on the fee schedule. No further payment will be made above this figure unless authorized in advance by the City.

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 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. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7. Site Inspection 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, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any 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 Adam Shier Risk Manager, telephone 705-759-5768 or by email to a.shier@cityssm.on.ca . Failure to comply with the requirements of this Program will result in loss of the contract.

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: June 4, 2021
(B) Submission of Proposal: June 25, 2021
(C) Recommendation of Award: July 12, 2021
(D) Commencement of Services: July 13, 2021 (pending Council approval)
(E) Completion of Work: December 31, 2021

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. Complete Contact Coordinates including email address shall be included in the Proposal.

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.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

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 & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

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 rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

1.15. Agreement for Services

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.

Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure. The City may extend the scope of the project to include tendering and contract administration at a later date.

SECTION 2

2. TERMS OF REFERENCE

2.1. Introduction

The City of Sault Ste. Marie is seeking an engineering consultant or consulting team to provide engineering services associated with the proposed Queen Street East improvements within the downtown between Gore Street and Pim Street as well as improvements to Spring Street between Queen Street and Foster Drive.

Engineering services required for this project include the design of a municipal road including development of a comprehensive streetscape plan including a "woonerf" on Spring Street between Queen Street and Foster Drive. A woonerf is a pedestrian-friendly street plaza design originated with the Dutch typically viewed as a social space, without sidewalks, traffic signals, stop signs or lane dividers.

Therefore, the successful proponent will collect and analyze information to develop recommendations for road design, traffic design, landscape architecture, streetscape and active transportation for the construction of the proposed works. The proponent shall include detailed total station survey to be completed in the work plan.

The successful proponent will have a strong team capable of developing options for improved traffic flow for all modes of transportation (including walking, cycling, transit), streetscape, and other public realm improvements in the downtown area.

The required scope of services for this project will generally include:

- Minimum three design meetings with City staff
- Consultation with all affected businesses, associations, agencies and private citizens
- One Public Information Session
- Detailed design including design of curb placement, new asphalt, lane markings, pedestrian surfaces, crossings, boulevard treatment, lighting, trees/plantings, and all other landscape architecture/ streetscape design features and amenities
- Traffic engineering/ signal modification to meet AODA compliance
- Preliminary Design Reports
- Topographic survey – proponent will complete all surveys
- Preparation of conceptual design drawings
- Project construction estimate

The project is included in the draft Capital Construction Plan for 2023 pending Council approval. This project will only include work up to the conceptual design stage and must be complete by December 31, 2021 in order to meet funding conditions from upper levels of government. The successful Proponent will be able to start immediately following an agreement approval by Council in June 2021. Staff may extend the scope of the project to include tendering and contract administration under the 2022 Capital Budget.

2.2. Existing Documentation

It will be up to the Proponent to request existing as-constructed drawings and records from the City Engineering Division. The documents listed below would also be useful in developing a comprehensive proposal:

- City of Sault Ste. Marie Transportation Master Plan (2015)
- Downtown Traffic Study Final Report
- Downtown Development Strategy
- Various other historic reports

Most of these are available on the City's website. Contact the Engineering Division for direction.

2.3. Fee Schedule

Proponents shall provide a fee schedule for the Project broken down into steps reflecting the required scope of services listed in paragraph 2.1 above. Time allotments including staff names and disbursements must be identified for each step. Fees associated with sub consultants must be listed in a similar fashion.

It is preferred that the fee schedule be "All Inclusive" with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed. Deferral of activities, delays in completion, or cancellation of the project may occur.

2.4. Design of the Proposed Improvements

The successful consultant will use engineering principles for municipal road construction that meets current City standards.

2.5. Suggested Evaluation Criteria

The following sections are criteria that the City views as important and the successful proponent may consider these in its report.

2.5.1. Transportation

- Overall safety and service at the intersections
- Ability to encourage and increase the sustainable and active modes of walking and cycling and use of public transit
- Ability to accommodate commercial vehicles
- Impacts on adjacent streets
- Impacts to public transit
- Impacts to emergency services vehicles

- Impacts to Para-bus vehicles/other accessible loading
- Impact on on-street and off-street parking
- Speed limits and traffic signal synchronization review

2.5.2. Urban Design

- Existing streetscape vision as articulated in the Downtown Strategy
- Enhance the existing streetscape design including sidewalks, and treed boulevards
- Enhance the identity and character of the Downtown
- Provide convenient and safe opportunities for pedestrians of all ages and abilities

2.5.3. Socioeconomic Environment

- Changes in access to various locations
- Support and connect to local parks and the open space network
- Noise and vibration
- Impact on/enhancement of barrier-free design

2.5.4. Economic Development

- Enhance experience for tourists and improve downtown way finding
- Impact on existing land uses
- Enhance development potential and attractiveness of key development sites
- Incorporate seasonal revenue-generating private uses on sidewalks (e.g., patios)
- Encourage residential development
- Incorporate flexible event space to support cultural vibrancy and tourism

2.5.5. Cultural Environment

- Heritage building
- Cultural heritage features
- Archeological resources

2.5.6. Natural Environment

- Ability to meet the criteria in the Stormwater Investigative Study
- Air quality (i.e., emissions)
- Climate change

2.5.7. Engineering and Cost Estimates

- Utility relocation
- Capital costs
- Operation and maintenance
- Construction feasibility and staging

2.6. Project Requirements

Communications - Meetings, Workshops and Public Information Centres

Public engagement will be very important to the success of this project. The successful proponent will determine the number of progress meetings and Public Information Centres and outline them in the proposal.

The minimum is expected to be:

- 3 Project Meetings with City staff
- 1 Public Information Centres (Schedule A+ Requirement for Class EA)
- Feasibility Study and/or Preliminary Design Report

Project Scope and Time-Frame

The exact project scope will be influenced by the work plan set out by the successful consultant. The conceptual design shall be completed by the end of 2021 in order that funding requirements are met.

2.7. Project Deliverables

The project deliverables of this assignment shall include:

- Preliminary Design Reports
- Topographic survey completed
- Production and distribution of public notices
- Construction estimate based on conceptual design
- Conceptual design drawings

Schedule D: Proposal from Engineer

The Corporation of the City of Sault Ste. Marie

Queen Street East Improvements – Gore Street to Pim Street
Spring Street Waterfront Connector

Submitted by:

AECOM
523 Wellington Street East
Sault Ste. Marie, ON, Canada P6A 2M4
www.aecom.com

705 942 2612 tel
705 942 3642 fax

Date: June, 2021
Proposal: 04010079.20753

AECOM
523 Wellington Street East 705 942 2612 tel
Sault Ste. Marie, ON, Canada P6A 2M4705 942 3642 fax
www.aecom.com

June 25, 2021

Mr. Carl Rumiel, P. Eng.
Manager, Design & Transportation Engineering
The City of Sault Ste. Marie
99 Foster Drive – 5th Floor
Sault Ste. Marie, ON P6A 5X6

Dear Mr. Rumiel:

Proposal No: 04010079.20753

Regarding: Queen Street East Improvements – Gore Street to Pim Street
Spring Street Waterfront Connector

AECOM is pleased to submit a Proposal to provide consulting engineering services to undertake the work described in your Request for Proposal for the Queen Street East Improvements – Gore Street to Pim Street, and Spring Street Waterfront Connector. We are prepared to commit an experienced and dedicated team of professionals, with expertise in preliminary and detail road design, traffic design, landscape and streetscape architecture and public/stakeholder engagement to provide an economically feasible, environmentally acceptable, aesthetically pleasing, durable and technically competent project.

Our proposal outlines our understanding of the project requirements, highlights our ability and relevant past experience, describes the project team and outlines the activities that must be completed in the procurement of this assignment.

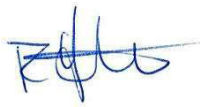
The specific advantages that our team can offer the City for this project include:
- A design team that understands the requirements of the project based on the road and streetscape design completed on other downtown streets including Gore Street and March Street.
- Significant experience and background knowledge relating to the road and traffic design in this area.
- Relevant experience in streetscape and urban design to bring forward relevant and practical design options for consideration.
- An experienced and reliable team capable of delivering the detail design and construction phases as well as the initial conceptual design.

We confirm that we comply with the City's pre-qualification program. We also confirm that Rick Talvitie is authorized to bind AECOM to the contents of our proposal inclusive of the pricing.

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 X No __

Thank you for the opportunity to submit this proposal. We would be pleased to elaborate on any aspect of this submission at your convenience

Sincerely,
AECOM Canada Ltd.



Rick Talvitie, P. Eng.
Manager, Northern Ontario

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Appendix A – Summary Table of Existing Underground Infrastructure

Proposal Assumptions and Limitations

AECOM will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and governmental rules.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

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1. INTRODUCTION

The City of Sault Ste. Marie has requested engineering services for the proposed Queen Street East improvements between Gore Street and Pim Street. The project also includes improvements to Spring Street between Queen Street and Foster Drive. This submission has been prepared in response to a Request for Proposal ("RFP") received from the City dated June 3 including the Addendum No.1 issued on June 18, 2021.

The focus of this engineering assignment will be to provide economically feasible, environmentally acceptable, aesthetically pleasing and technically competent engineering solutions to address specific needs identified in the RFP.

2. PROJECT TEAM'S ABILITY AND EXPERTISE

We are very excited to be able to offer the same local project team that has been instrumental in completing many of the road and servicing projects completed over the last 27 years in the City of Sault Ste. Marie including the Reconstruction of March Street and Gore Street in the City's downtown core. In addition, we have supplemented our local team members with staff experienced in urban and streetscape designs. The landscape architecture staff proposed for this assignment will be instrumental in developing solutions and options to modernize the aesthetics while respecting our climatic challenges, business functionality and transportation routing.

We have identified a highly skilled project team with significant experience in the planning, design and construction of municipal road projects, traffic design, and landscape architecture. The proposed project team members have proven, on previous assignments, that they have the technical and managerial capabilities to ensure that the project is carried out efficiently and in strict compliance with City design standards/guidelines, and within the established budget and time frame.

The four of the five key members of our project team have over 30 years of experience in their respective areas of specialization and our fifth team member has 20 years. Within Table 1 below, we have summarized the key team members, their respective roles on this project and relevant experience that will be instrumental in successfully delivering this assignment.

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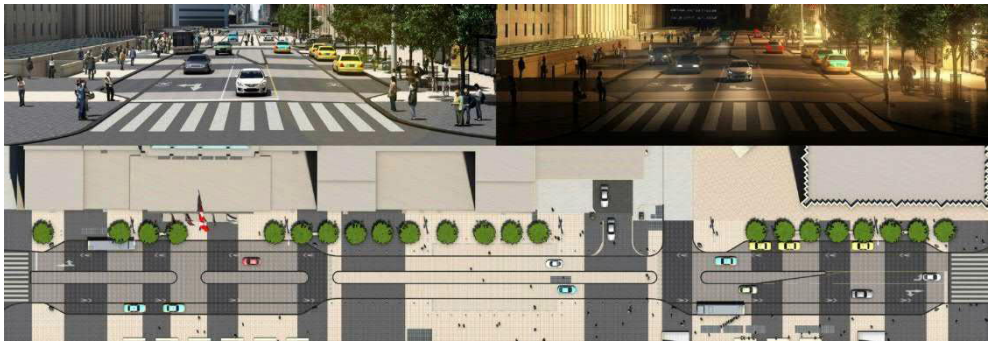
Table 1: KEY PROJECT TEAM MEMBERS ROLES AND RELEVANT PAST EXPERIENCE	
Staff Name, Title and Key Project Responsibilities	**Relevant Past Experience**
Rick Talvitie, P.Eng. – Project Director/Project Engineer	
• Leadership and direction to the project team; • Overseeing the development of the conceptual design options; • Brainstorming and evaluation of the design options; • Circulation and safety for all modes of travel; • Contributing to the development of the conceptual design report; • Conduct quality assurance reviews for all deliverables; • Allocating staff resources to the project; and • Overseeing the project budget.	• 33 years of planning, design and construction experience with a focus on Municipal Infrastructure, Provincial Highways and Waste Management. Key projects include: ○ Black Road Widening from McNabb Street to Second Line; ○ Reconstruction of Black Road from Second Line to Third Line; ○ Black Road/Third Line (McNabb Street to SAH entrance) Class EA; ○ Reconstruction of Gore Street (Queen Street to Wellington Street); ○ Reconstruction of Huron Street (Queen Street to Cathcart Street); ○ Reconstruction of March Street (Queen Street to Wellington Street); ○ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; ○ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); ○ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); ○ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; ○ Bay Street Extension from Huron Street to Gore Street (major arterial); ○ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); ○ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); ○ Carmen's Way from Queen Street to Wellington Street (new truck route); and ○ Four Laning of Highway 17 through GRFN (construction administration/supervision) – MTO.
Darrell Maahs, C.Tech. – Project Manager	
• Overall Project Management; • Schedule and budget control; • Design criteria development; • Overseeing the development of the conceptual design; • Brainstorming and evaluating design options; • Contributing to the development of the conceptual design report; • Review of all deliverables	• 38 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: ○ Black Road Widening from McNabb Street to Second Line; ○ Reconstruction of Black Road from Second Line to Third Line; ○ Black Road/Third Line (McNabb Street to SAH entrance) Class EA; ○ Reconstruction of Gore Street (Queen Street to Wellington Street); ○ Reconstruction of Huron Street (Queen Street to Cathcart Street); ○ Reconstruction of March Street (Queen Street to Wellington Street); ○ Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; ○ Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); ○ Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); ○ Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; ○ Bay Street Extension from Huron Street to Gore Street (major arterial); ○ Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); ○ Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); ○ Carmen's Way from Queen Street to Wellington Street (new truck route); and ○ Second Line widening from North Street to Peoples Road.
Jerry Tulloch, C.Tech. – Senior Survey and Road Design Technician	
• Field survey; • Survey data processing; • Base plan preparation; • Compilation of digital terrain model using design software; • Assist in developing and assessing conceptual design options; • Produce conceptual design drawings.	• 31 years of planning, design and construction experience with a focus on Municipal Infrastructure. Key projects include: o Black Road Widening from McNabb Street to Second Line; o Reconstruction of Black Road from Second Line to Third Line; o Black Road/Third Line (McNabb Street to SAH entrance) Class EA; o Reconstruction of Gore Street (Queen Street to Wellington Street); o Reconstruction of Huron Street (Queen Street to Cathcart Street); o Reconstruction of March Street (Queen Street to Wellington Street); o Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; o Reconstruction of Queen Street from Pim Street to Pine Street (major arterial); o Reconstruction of Wellington Street from Trunk Road to East Street (major arterial); o Reconstruction of Black Road (Connecting Link) from McNabb Street to Second Line; o Bay Street Extension from Huron Street to Gore Street (major arterial); o Reconstruction of Queen Street from Andrew Street to Huron Street and from Huron Street to Carmen's Way (major arterial); o Reconstruction of Great Northern Road from Third Line to Fourth Line (Connecting Link); and o Carmen's Way from Queen Street to Wellington Street (new truck route);

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Table 1: KEY PROJECT TEAM MEMBERS ROLES AND RELEVANT PAST EXPERIENCE	
Staff Name, Title and Key Project Responsibilities	**Relevant Past Experience**
Shalini Ullal OALA. – Senior Landscape Architect	
• Inputs to the Streetscape Opportunities and Constraints Mapping • Urban Design criteria development • Overseeing and inputs to the development of the conceptual design; • Brainstorming and evaluating design options; • Contributing to the development of the conceptual design report; • Review of Streetscape design deliverables.	• 32 years of experience in landscape architecture, with a focus on streetscape, transportation, industrial, institutional, municipal, commercial and recreational projects.. Key projects include: ○ City of Toronto, Front Street Reconfiguration – York Street to Bay Street, Toronto, ON;(Received the Toronto Urban Design Award of Merit 2017 in the Large Place/Neighbourhood Category) ○ City of Toronto, O'Connor Drive from St. Clair to Bermondsey, Toronto, Ontario; ○ City of Toronto, Complete Streets Assignment #7, Toronto, Ontario; ○ City of Toronto, Bonar Creek SWMF, Legion Road Extension and Metrolinx Grade Separation, Toronto, Ontario ○ Regional Municipality of Peel, the Gore Road Widening Class EA, Brampton, ON.Third Line Reconstruction and Extension from Peoples Rd to SAH entrance; ○ Metrolinx, Engineering Services for Finch West LRT Streetscape concept plan, Toronto, ON; ○ City of Toronto, Downsview Major Roads Municipal Class Environmental Assessment, Toronto, Ontario ○ City of Peterborough, Charlotte Street West, Peterborough, Ontario; ○ York Region, Major Mackenzie Drive Road Widening between 1900m west of Hwy 27 to Islington Avenue, Vaughan, Ontario
Sara Taylor OALA. –Landscape Architect	
• Developing Streetscape Opportunities and Constraints Mapping • Urban Design criteria development • Development of the conceptual design; • Brainstorming and evaluating design options; • Contributing to the development of the conceptual design report; • Preparation of Streetscape design deliverables.	• 20 years of experience in landscape architecture, with a focus on streetscape, transportation, industrial, municipal, restoration and recreational projects. Key projects include: ○ City of Peterborough, Jackson Creek Flood Diversion/ Bethune Streetscape, Peterborough, Ontario ○ City of Peterborough, Charlotte Street East, Peterborough, Ontario ○ Town of Pelham, Pelham Street Reconstruction, Fonthill, Ontario ○ Town of Ajax, Old Kingston Road Reconstruction, Ajax, Ontario ○ Region of Niagara, Regional Road 14 Reconstruction and Intersection Improvements, West Lincoln, Ontario ○ City of Welland, Downtown Streetscape and Gateway Development, Welland, Ontario

City staff have a good understanding of our abilities and experience related to the municipal road projects we have assisted in delivering over three decades, some of which have been listed in Table 1. In addition to the local project experience we have also provided below, some recent relevant streetscape and urban design projects to highlight the capabilities and experience of our landscape architecture staff.

Front Street Public Realm Reconfiguration, Toronto, ON



Front Street has been designed as a major new public space in accordance with an approved EA prepared by the City of Toronto. Streetscape features include a strong emphasis on accommodating all modes of transportation and amenities with wider sidewalks, a reduction in traffic lanes, designated lay - bays for parking, new street trees, distinctive street lighting and a complete line of streetscape furnishings.

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Distinctive paving materials such as granite curbs and sidewalks, as well as granite and unit paving on the road to enhance the quality of the space.

AECOM designed and oversaw the Front street construction to be AODA compliant, including: The design of the intersection curb ramps. We designed an aesthetically pleasing solution that blended the requirement for contrast of the DWPs (Detectable Warning Plates) with the adjacent paving –while conforming to the City of Toronto's revised standards for curb ramps. We designed a 25 mm lip between the pedestrian and vehicular areas in the central pedestrian priority zone. This is detectable by a cane and informs the visually impaired of modal change. Following the lip leads the user to the AODA pedestrian crossing at the intersection.

Design solutions were required to respond to the complex maze of shallow utilities, chambers and vent shafts as well as the roof of the subway box and the second platform below.

The main challenges of this assignment were maintaining and complimenting the existing heritage elements of this landmark location in the City of Toronto while adding something modern, impressive, sustainable, and fresh. There were very tight requirements set out in the EA in conjunction with a wide assortment of stakeholders. Further, the design schedule was critical in order for the construction documents to be amended to accommodate the TTC Union Station Second Platform contract, also by AECOM. Politically it was essential that the Front Street at Union corridor be complete by the time of the Pan American and Parapan games in 2015. Technical challenges included alternative paving techniques with concrete and granite interlock paving throughout. The use of these materials required very subtle changes to elevations and slopes. The team developed a robust grading plan and stormwater management concept to ensure the use of alternative paving would be practical and sustainable in terms of longevity.

Other innovations include the aesthetics of Front Street. The aim was to promote pedestrian movement and create a large plaza like space that would become a destination for special events. Two traffic lanes were removed. Wider sidewalks, crosswalks, and share use lanes were implemented. The mid-block of the street was elevated with a flush treatment as a pedestrian priority area, essentially a 100m speed bump. Accessibility features were used throughout providing a friendly environment for people with special needs. The interlock of the street varies between two colors and pattern intensity from either side of Bay and York and increases in intensity to provide an implicit signal to motorists and cyclist to slow down for pedestrians in the raised priority zone. Creative use of tree pits, street furniture, high mast lighting, up lighting on the buildings, , and removable bollards all provide a unique sense of space and the ability to block the street off at Bay and York to hold events and festivals in front of Union Station.

Bethune Street, Peterborough, ON

The Bethunescape Masterplan describes the vision, process and final design of the Bethune Street Streetscape project. The vision was ambitious, forward thinking, and a first of its kind in the region. The intent of the masterplan was to provide a guide for implementation over the long-term. The design decisions and intent was laid out in text and illustrations, along with a phasing plan.



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The masterplan was meant to be revisited as phases of the project unfold to ensure continued community collaboration, input, and embrace of the implementation of Bethunescape elements.

Bethunescape was Bethune Street reimagined, designed as a series of unique walks punctuated by nodes at crucial locations. The streetscape taps into existing trails and green spaces, creating a green corridor that reaches beyond the boundaries of Bethune Street to connect to the Central Area and Peterborough's network of parks and trails.

Pedestrians and cyclists experience a variety of spaces in two to three block rhythms along the walks, with bursts of activity at the key nodes. The masterplan design integrates lighting, accessibility and green infrastructure into the street right-of way and its program elements.

Urban Park, Peterborough, ON



The City of Peterborough retained AECOM to develop a streetscape and urban park area, which is located on the south west corner of Peterborough's central downtown, framed by Charlotte, Aylmer, King and Louis Streets. The project was developed in consultation with community members, which enabled them to provide input as to what type of activities, amenities and programming themes they envisioned for the Urban Park. The multiphase project incorporates themes that highlight a "cohesive experience", while providing a crucial place of respite and recreation within the urban fabric.

The Urban Park planning and design process involved assessment of existing resources, user preferences, prediction of user trends, 4 season, multi-generational user experience and imaginative exploration of design themes to capture the imagination of users and potential funding partners. AECOM generated several themes and was able to articulate and illustrate each theme and facilitate the public selection of a preferable approach.

3. PROPOSED WORK PROGRAM / METHODOLOGY

3.1 Project Challenges and Success Factors

This is a very important project for the downtown business community as well as the community at large. The downtown is often the pride of the community and it is evident the existing environment is "tired" and in need of a modernization and upgrade. Local AECOM have been involved in projects where the level of community involvement was substantial and an important factor in developing the overall design. As an example, the Bay Street extension generated significant interest and different opinions and ideas. We recognize the dynamic nature of public consultation and the importance of reacting to and adequately addressing public input. In this regard we have included in our base scope an adequate level of consultation with the Community and local businesses. However, we also suggest that the City consider including a contingency budget to support additional and enhanced consultation should the need arise.

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Similarly, we have included adequate resources to generate three dimensional renderings along Queen Street and Spring Street, but we have talent within our company that can provide enhanced graphic images if desired. We can provide examples of this value-added service and discuss this option with the City as the project evolves. Again a contingency budget could be considered for this and other potential value added services if desired.

We understand that the concept design is the first step in the process and that the selected consultant may ultimately be responsible for the detail designs and construction inspection and contract administration. We have extensive experience with high profile projects and working with property and business owners and we expect this will require a "seasoned" team in the next phases. We are currently in the construction phase of the Algonquin Street project in Timmins which traverses their downtown core. We know through our experiences there that there is significant planning required for traffic routing and staging during the construction phase. We believe we have a strong local team available to deliver this project through the next phases in addition to the conceptual design phase and our experience in Timmins coupled with our vast local experience will be very important during the next phases of this project.

3.2 Collect and Review Background Information and Data

At the onset of the project, we will obtain all available background information and data relating to the project including relevant reports including the City's Transportation Master Plan (2015), Downtown Traffic Study Final Report, digital base plans, benchmarks, existing plan/profile drawings, geotechnical reports, aerial photos, stormwater management designs, traffic projections, electrical distribution drawings, street lighting layout drawings, grid maps and base plans showing existing utility plant and details of any proposed utility plant improvements in conjunction with project.

The data will be catalogued and reviewed by all key members of the project team to ensure a keen understanding of existing conditions and guiding principles.

For development of the Streetscape and Urban Design, the team will further review the Downtown Development Strategy, Queen Street Urban Design Guidelines, and applicable reports.

Data Collection Summary:	
Deliverables	✓ Data and Information Catalog
Key AECOM Staff	ALL team members

3.3 Comprehensive Field Review and Underground Infrastructure Condition Assessment

One of the most important elements in developing practical and aesthetically pleasing conceptual design is to complete a detailed field review at the onset of the project. We will supplement our preliminary field review, conducted during the proposal stage, with a detailed field review to be conducted by select key project staff members.

We will study the existing land use adjacent to the street, including businesses along Queen Street, associated streetscape elements and any unique needs that they may have to prepare a Streetscape Opportunities and Constraints mapping. This mapping will be used for discussion with the City and potentially with stakeholders.

In addition to the field review we also plan to undertake a detailed review of the underground infrastructure early in the project. The review will first consist of an age based review relative to typical service lives which will then be supplemented by discussions with operations and maintenance staff to better understand the level of maintenance that has been required and to identify specific

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problem areas. We will also touch base with the PUC to ascertain the specific scope for the review of their infrastructure which will likely include watermain break rates and adequacy of pipe sizes particularly as it relates to fire flows in the downtown core.

As noted in the Terms of Reference, CCTV inspections will be available which we will carefully review. The overall objective of the condition assessment which will include consideration of age versus typical service life, discussions with City operations and maintenance staff and consideration of the CCTV inspections will be to establish the scope of the improvements or replacements of underground infrastructure to address deficient condition.

Although not included in our scope of work we will also confer with City staff at the onset of the project to establish whether there is a need to undertake a detailed review of storm and/or sanitary sewer pipe sizes within the project limits. We anticipate this task, if included, will involve discussions with City staff regarding any restrictions or problem areas they are aware of together with a pipe sizing analysis. The scope of this exercise is difficult to define at this stage as it will be a function of the level of analysis required upstream of the project area. As noted previously a contingency allowance should be considered if there is a potential need in relation to system capacities.

The ultimate goal of this important task will be to define the overall scope of the underground replacement or remediation work as it could have a significant impact on the overall project costs and the City's budgeting process.

Field Review Summary:	
Deliverables	✓ Summary Memo including a summary table (refer to the attached example in Appendix A) ✓ Photographs/videos
Key AECOM Staff	Darrell Maahs, Rick Talvitie, Jerry Tulloch

3.4 Planning Requirements

In accordance with the Terms of Reference and the addendum, our work program has been developed assuming this will be a Schedule A+ project and that meetings will be virtual. Should the nature of the project change during the progress of the study we will discuss appropriate steps with City staff. The project will include one Public Information Session as requested in the Terms of Reference. The event will be planned at a time in the process when the options have been sufficiently developed to allow for meaningful input from the general public, agencies and the Indigenous Communities.

Project Planning Summary:	
Deliverables	✓ Project Notices ✓ Open House Displays
Key AECOM Staff	Darrell Maahs, Rick Talvitie

3.5 Topographical Survey and Base Plan Preparation

In accordance with the Terms of Reference including Addendum No. 1 we are proposing to complete a topographical survey throughout the project limits that will be adequate to prepare base plans for the conceptual and detail design phases. We expect that the underground infrastructure condition assessment will assist in defining the scope of the survey work in terms of the level of detail required for these elements. For the purposes of fee estimate included herein, we have assumed that utilities, manholes, CB's, building faces, curbs, existing mature trees, light standards and street furniture will be required.

Survey and Base Plans Summary:	
Deliverables	✓ Survey data; ✓ Base plans
Key AECOM Staff	Jerry Tulloch, Tara Abernot

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3.6 Conceptual Design including Options

This is the principle task of the work program as it reflects the development and evaluation of conceptual design options It is recognized that the existing streetscape is somewhat “tired” and there is a need to “refresh” the downtown core.

Our team will bring their intimate knowledge of the area along with experience on other similar projects to develop a design and consultation approach that balances the requirements of the local businesses, the Community, City Engineering and Planning and City Operations and Maintenance. Our focus will be to create a safe, accessible and attractive Downtown destination which is visually and functionally connected to the Waterfront.

One of the first steps in the design process will be to establish specific priorities City staff have for the design. We will kick-off this component of the work program with a pre-design workshop which will be used as a brainstorming and idea sharing session. Ultimately, we hope to define the project “must haves” and distinguish them from elements that may be optional or should at least be considered. In advance of the work shop we will develop the road and roadside environment design criteria The design criteria are expected to provide some guidance in defining the available road and roadside widths which, along with the Opportunities and Constraint mapping, will then assist in developing the streetscape/urban design.

As we progress through the design process we recognize there will be competing interests. The Queen Street corridor, in addition to being an important transportation route is a major commercial area and provides access to roadways and commercial properties throughout the City’s downtown core. The traditional main street shopping, entertainment and eating areas are also located along Queen Street. Businesses within the downtown rely on easily accessible parking for customers and on-street loading for the delivery of goods. There is also an important priority to accommodate alternative modes of transportation such as walking and biking to get to and from Queen Street and the Downtown.

On the other hand, the Queen Street Urban Design objectives are to unify the visual image of the Downtown by completing the rhythm of the street trees and street lighting and creating a series of public sitting areas. Creation of outdoor public spaces has become an important consideration during and post pandemic and may be a major consideration for businesses in the redeveloped Queen Street,

These two seemingly conflicting requirements of transportation needs and outdoor public spaces will be considered and resolved through discussion with the City and businesses and reflected in the design of the public realm. Efforts will be made to maximize tree planting along the corridor, in coordination with utilities and streetlight locations. The required soil volume for optimum growth of trees may be provided through the use of planters and structural soil cells.

The City has prepared design guides for downtown streetscapes with general guidance on improvements to enhance the safety, attractiveness, accessibility, and sustainability of the Downtown, while still preserving the area's existing character. These will be reviewed, along with streetscape elements used in the recent improvements to Bay Street, so that a consistent language is developed for the downtown core.

For the design of Spring Street, we will bring our experience of designing pedestrian priority streets like Front Street at Union station in Toronto, Bethune Street and Charlotte Street East in Peterborough, that employ traffic calming measures like raised pedestrian crossings, narrow, winding and shared lanes and a generous pedestrian realm. Limits of restricted vehicular access could be considered. Opportunities for incorporating Low Impact Development will be explored.

In developing and evaluating the design options we will ensure to include the broad categories and sub criteria identified in the Terms of Reference. Specifically, we will ensure that the evaluation and the design development include consideration of Transportation, Urban Design, Socioeconomic Environment, Economic Development, Cultural Environment, Natural Environment, and Project Capital and O&M costs.

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The final deliverable will be a Conceptual design (i.e drawings and report) including design of curb placement, new asphalt, lane markings, pedestrian surfaces, crossings, boulevard treatment, lighting, trees/plantings, and all other landscape architecture/ streetscape design features and amenities. The overall Concept plan will be augmented by enlargements at typical key areas and associated cross sections.

We will prepare two three-dimensional views, one for Queen Street and one for Spring Street with an overlay of the proposed design on existing conditions. AECOM's graphic visualization specialists can also prepare rendered 3D visualizations should the City require it (not included in current scope).

Conceptual Design:	
Deliverables	✓ Conceptual design drawings ✓ Conceptual Design Report
Key AECOM Staff	Darrell Maahs, Rick Talvitie, Jerry Tulloch, Shalini Ullal, Sara Taylor

4. Project Schedule

We have developed an overall project schedule that we believe is realistic based on the scope of the project (refer to Figure 1).

The schedule also includes a minimum of three design meetings with the City as follows (Note: more will be scheduled if needed):

- Project initiation meeting to confirm the project scope, deliverables, timing, and expectations;
- Pre-design workshop to share ideas and better understand design priorities; and
- Review of the design options in advance of a PIC.

As noted in the RFP we have also incorporated one public open house.

Based on the attached schedule we have assumed we will initiate work July 13, 2021 and conduct the PIC in mid October. The final deliverables will be provided to the City prior to December 31, 2021.

5. Fee Schedule

We have incorporated a very skilled and experienced project team. Our total estimated fee inclusive of expenses is $178,605.00 plus tax (refer to Figure 2).

In developing a conceptual design it is difficult to forecast the level of effort required for all tasks. We believe it would be prudent to include a $50,000 contingency for potential value adds or scope enhancements such as:

- Enhanced consultation - it is difficult to anticipate the level of involvement from the business community and the community at large. We have included adequate consultation in our base scope to satisfy the project requirements but here may be a desire to enhance this as the project evolves.

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- Project graphics - we all know a picture is work a thousand words. We have included in the base scope appropriate three-dimensional renderings but we have the ability to generate enhanced graphics through three dimensional modelling.
- Additional alternatives particularly in specific areas of the downtown. This is a lengthy project and as the conceptual design evolves there may be a desire to develop a "one-off design" in specific areas to address specific nuances.
- Assessment of storm sewer and wastewater collection capacities. We have included in our base scope a condition assessment of the underground infrastructure. Should a need arise to consider system capacities the contingency allowance could be used for this task.

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City of Sault Ste Marie
Queen Street Improvements - Gore Street to Pim Street
Spring Street Waterfront Connector

AECOM

Figure 1

PROJECT SCHEDULE

Date: June 25, 2021

	TASKS	TIMING (Months) 2021					
		July	August	September	October	November	December
Planning							
1	Project Management - QA/QC - SH&E						
2	Collect and Review Background Information and Data						
3	Comprehensive Field Review						
4	Underground Infrastructure Condition Assessment						
5	Class EA Schedule A+						
6	Topgraphical Survey & Utility Locates						
7	Base Plan Preparation						
Conceptual Designs (Queen Street)							
8	Analysis of Existing Conditions - Opportunity and Constraints						
9	Initial Concepts (2)						
10	Concept Plan - Preferred Option						
11	Typical Plan Enlargements and Cross Sections						
Conceptual Designs (Spring Street)							
12	Analysis of Existing Conditions - Opportunity and Constraints						
13	Initial Concepts (2)						
14	Concept Plan - Preferred Option						
15	Typical Plan Enlargements and Cross Sections						
Final Conceptual Designs							
16	Queen Street (curbs, asphalt, lane markings, landscaping amentities, lighting, etc.)						
17	Queen Street Rendered View						
18	Spring Street (curbs, asphalt, lane markings, landscaping amentities etc.)						
19	Spring Street Rendered View						
20	Conceptual Design Report						
Cost Estimates							
21	Queen Street						
22	Spring Street						
Meetings							
23	Project Initiation Meeting with City	X					
24	Pre-design Workshop with City		X				
25	Review of Concepts with City Prior to PIC				X		
26	Public Information Session					X	
27	Meeting with BIA/Stakeholders					X	
28	Internal Meetings						

Legend

Meetings - X Timeline -

City of Sault Ste Marie
Queen Street Improvements - Gore Street to Pim Street
Spring Street Waterfront Connector

AECOM

Figure 2

TIME TASK BREAKDOWN

Date: June 25, 2021

	Task Description	Task Cost (incl. Expenses)	Task Hours	Project Engineer (RT)	Project Manager (DM)	Lead Landscape Architect (SU)	Landscape Architect (ST)	Senior Design Tech (JST)	Design/CADD Tech	Support Staff	Expenses
		Team Member		R. Talvitie	D. Maahs	S. Ullal	S. Taylor	J. Tulloch			
		Hourly Rate		[redacted]							
Planning											
1	Project Management - QA/QC - SH&E	$3,600	26	4	10					12	$0
2	Collect and Review Background Information and Data	$4,500	36		4	4	12	16			$0
3	Comprehensive Field Review	$3,700	26	2	4			20			$200
4	Underground Infrastructure Condition Assessment	$8,200	60	4	16			32	8		$0
5	Class EA Schedule A+	$400	2	2							$0
6	Topgraphical Survey & Utility Locates	$19,900	164		4			80	80		$2,000
7	Base Plan Preparation	$6,900	70					10	60		$0
Conceptual Designs (Queen Street)											
8	Analysis of Existing Conditions - Opportunity and Constraints	$5,800	54	2		4	16		32		$0
9	Initial Concepts (2)	$2,700	20	2	2	4	12				$0
10	Concept Plan - Preferred Option	$13,400	130		2	8	40		80		$0
11	Typical Plan Enlargements and Cross Sections	$16,100	142		2	4	16	80	40		$0
Conceptual Designs (Spring Street)											
12	Analysis of Existing Conditions - Opportunity and Constraints	$2,700	24	2		2	4		16		$0
13	Initial Concepts (2)	$3,100	24	2	2	4	16				$0
14	Concept Plan - Preferred Option	$5,500	52		2	4	16		30		$0
15	Typical Plan Enlargements and Cross Sections	$11,300	102		2	4	16	40	40		$0
Final Conceptual Designs											
16	Queen Street (curbs, asphalt, lane markings, landscaping amentities, lighting, etc.)	$13,900	106	4	16	2	4	80			$0
17	Queen Street Rendered View	$2,500	26				2		24		$0
18	Spring Street (curbs, asphalt, lane markings, landscaping amentities etc.)	$7,800	58	4	8	2	4	40			$0
19	Spring Street Rendered View	$2,500	26				2		24		$0
20	Conceptual Design Report	$11,900	74	32	4	10	20			8	$0
Cost Estimates											
21	Queen Street	$2,500	21	1	2		2	8	8		$0
22	Spring Street	$1,600	13	1	2		2	4	4		$0
Meetings											
23	Project Initiation Meeting with City	$2,300	15	3	3	3	4			2	$0
24	Pre-design Workshop with City	$1,800	13		4	3	4			2	$0
25	Review of Concepts with City Prior to PIC	$1,500	10		3	3	4				$0
26	Public Information Session	$5,100	38	4	4	4	8	8	8	2	$200
27	Meeting with BIA/Stakeholders	$5,700	34	8	8	8	8			2	$200
28	Internal Meetings	$3,200	22	4	4	4	10				$0
	Communication/Information Technology Fee (5%)	$8,505	--								--
TOTAL FEES (Incl. Expenses & Excl. HST) - >		**$178,605**	**1388**	**81**	**108**	**77**	**222**	**418**	**454**	**28**	

Appendix A

Summary Table of Existing Underground Infrastructure

City of Sault Ste Marie

Gore Street - (Queen Street to Wellington Street)

Inventory of Existing Underground Infrastructure

Replacement Legend		
Replace	To Be Determined	Maintain

Updated: February 18, 2016

Service / Utility	Location			Pipe (1)					Replace	Proposed Pipe	
	General	From (upstream)	To (downstream)	Type	Direction of Flow	Diameter (mm)	Length (metres)	Age (2)		Diameter (mm)	Type
Sanitary Sewers											
Local Sewer	Wellington Street	east of Gore Street	Gore Street	PVC	west	300		1991	replaced in 1991 - outside contract limits	–	--
Local Sewer	Wellington Street	Gore Street	west of Gore Street	PVC?	west	300		1974	replaced in 1974?	–	--
Local Sewer	**Gore Street**	south of Wellington	Albert Street	VIT Clay	south	200	138	1901	YES (due to age/condition)	250mm	PVC SDR35
Local Sewer	AlbertStreet	10m west of Gore Street	west of Gore Street	PVC	west	250		1998	replaced in 1998	–	--
Local Sewer	AlbertStreet	east of Gore Street	Gore Street	PVC	west	250		1998	replaced in 1998	–	--
Local Sewer	**Gore Street**	Albert Street	Queen Street	VIT Clay	south	200	150	1901	YES (due to age/condition)	250mm	PVC SDR35
Local Sewer	Queen Street	east of Gore Street	Gore Street	PVC	west	250		1987	PVC pipe	–	--
Local Sewer	Queen Street	Gore Street	Gore Street	PVC	west	250	14	1987	CCTV confirmed pipe in good condition	–	--
Local Sewer	Queen Street	west of Gore Street	Gore Street	PVC	east	250		1987	PVC pipe	–	--
Local Sewer	**Gore Street**	Queen Street	south of Queen Street	PVC	south	300		1995	replaced in 1995 - outside contract limits	–	--
Local Sewer	**Gore Street**	Queen Street	south of Queen Street	PVC	south	300		1995	replaced in 1995 - outside contract limits	–	--
Sanitary Forcemains											
Gore Street P.S. F.M.	Gore Street P.S. FM	Gore Street P.S.	Gore Street 375mm Sewer	PVC	south	200		1995	replaced in 1995 - outside contract limits	–	--
Storm Sewers											
Local Sewer	Wellington Street	east of Gore Street	Gore Street	PVC	west	375		1991	replaced in 1991 - outside contract limits	–	--
Local Sewer	Wellington Street	Gore Street	west of Gore Street	PVC	west	375		1975	replaced in 1975?	–	--
Local Sewer	**Gore Street**	south of Wellington	Albert Street	Conc	south	300	135	1971	YES (due to size & alignment)	300-375mm	PVC SDR35
Local Sewer	AlbertStreet	10m west of Gore Street	west of Gore Street	PVC	west	300		2000	replaced in 2000	–	--
Trunk Sewer	AlbertStreet	east of Gore Street	Gore Street	Conc	west	1650		1998?	replaced in 1973 or 1998?	–	--
Trunk Sewer	**Gore Street**	Albert Street	50m north of Queen	Conc	south	1650	95	1973	CCTV confirmed pipe in good condition	–	--
Trunk Sewer	**Gore Street**	50m north of Queen	Queen Street	Conc	south	1450 X 2275	50	1973	CCTV confirmed pipe in good condition	–	--
Trunk Sewer	Queen Street	Gore Street	west of Gore Street	Conc	west	1450 X 2275		1973	CCTV confirmed pipe in good condition	–	--
Local Sewer	Queen Street	10m west of Gore Street	west of Gore Street	Conc	west	250		1971	outside limits	–	--
Local Sewer	Queen Street	east of Gore Street	east of Gore Street	Conc	east	450		1987	replaced in 1987 - outside limits	–	--
Local Sewer	**Gore Street**	Queen Street	south of Queen Street	PVC	south	300		1995	replaced in 1995 - outside contract limits	–	--
Watermains											
Distribution	Wellington Street	west of Gore Street	Gore Street	Cast Iron	n/a	200		1906	outside City roadwork limits	–	--
Distribution	Wellington Street	Gore Street	east of Gore Street	Cast Iron	n/a	200		1990?	outside City roadwork limits	–	--
Distribution	Cathcart Street	Gore Street	west of Gore Street	DI	n/a	200		1990	replaced in 1990	–	--
Distribution	**Gore Street**	Wellington Street	15m south of Wellington	DI	n/a	200	15	1990	replaced in 1990	–	--
Distribution	**Gore Street**	15m south of Wellington	Manilla Terrace	Cast Iron	n/a	100	64	1901	YES (due to age/size/condition)	200mm	PVC DR18 / PVCO
Distribution	Manilla Terrace	Gore Street	west of Gore Street	Cast Iron	n/a	100	20	1902	YES to limits (due to age/size/condition)	200mm	PVC DR18 / PVCO
Distribution	**Gore Street**	Manilla Terrace	15m north of Albert Street	Cast Iron	n/a	100	62	1901	YES (due to age/size/condition)	200mm	PVC DR18 / PVCO
Distribution	**Gore Street**	15m norh of Albert	Albert Street	PVC	n/a	200	15	1998	YES (due to alignment & connection)	200mm	PVC DR18 / PVCO
Distribution	**Gore Street**	Albert Street	15m south of Albert Street	PVC	n/a	200	10	1998	YES (due to realignment to avoid crossing)	200mm	PVC DR18 / PVCO
Transmission	Albert Street	west of Gore Street	east of Gore Street	Cast Iron	n/a	400	49	1900	YES to limits (due to age/condition)	400mm	PVC DR18 / PVCO
Distribution	Albert Street	west of Gore Street	east of Gore Street	PVC	n/a	200	22	1998	YES to limits (due to alignment/separation)	200mm	PVC DR18 / PVCO
Distribution	**Gore Street**	15m south of Albert Street	Queen Street	Cast Iron	n/a	150	140	1910	YES (due to age/size/condition)	200mm	PVC DR18 / PVCO
Transmission	Queen Street	Queen Street	west of Queen Street	Cast Iron	n/a	400		1923	replace to west side of storm crossing?	400mm	PVC DR18 / PVCO
Distribution	Queen Street	Queen Street	east of Queen Street	Cast Iron	n/a	250	4	1923	YES to limits (due to alignment/connection)	250mm	PVC DR18 / PVCO
Distribution	Gore Street	Queen Street	south of Queen Street	PVC	n/a	250		1995	replaced in 1995 - outside contract limits	–	--
Other Utilities											
PUC Hydro	**Gore Street**	Wellington Street	Queen Street	–	--	--	--	–	NO	–	--
PUC (Hydro)	Albert Street	west of Gore Street	east of Gore Street	u/g conc	n/a				NO	–	--
PUC (Hydro)	**Gore Street**	10m north of Queen Street	south of Queen Street	u/g conc	n/a				NO	–	--
PUC (Hydro)	Queen Street	west of Gore Street	east of Gore Street	21 duct conc	n/a				NO	–	--
PUC Street Lighting	**Gore Street**	Wellington Street	Queen Street	steel poles	n/a				NO	–	--
Bell	**Gore Street**	Wellington Street	Queen Street	u/g conc	n/a				NO	–	--
Shaw	**Gore Street**	Wellington Street	Queen Street	–	n/a				NO	–	--
Shaw	Albert Street	Wellington Street	Queen Street	u/g fibre	n/a				NO	–	--
Union Gas	**Gore Street**	Wellington Street	Queen Street	–	--	--	--	–	NO	–	--

Note: (1) Sewer and pipe information compiled from baseplans and GIS data provided by the City & PUC.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-170

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for the Sault Ste. Marie East End Waste Water Treatment Plant sludge mixing 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 August 9, 2021 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule “A” hereto. This Agreement is for the Sault Ste. Marie East End Waste Water Treatment Plant sludge mixing 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 August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-170 ENGINEERING AGREEMENT AECOM EAST END WWTP SLUDGE MIXING UPGRADES.DOCX

Association of Consulting Engineering Companies | Ontario (ACEC-Ontario) in partnership with the Municipal Engineers Association (MEA)

CLIENT/ENGINEER AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

2020
(VERSION 3.1)

Please enter the title of the project/ assignment

Sault Ste. Marie East End WWTP - Sludge Mixing Upgrades

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AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

Dated the 9th **day of** August **20** 21

-BETWEEN-

The Corporation of the City of Sault Ste. Marie

Hereinafter called the 'Client'

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

WHEREAS the Client intends to (Description of Project)

Design and construction administration services for the retrofit of the existing fermented sludge system at the East End WWTP.

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:

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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. **Association of Consulting Engineering Companies | Ontario (ACEC-Ontario)** 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

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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.

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

1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or Services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional 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

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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

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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 confidentially, 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.

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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 is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

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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.

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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.

N/A

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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.

Refer to attached AECOM proposal dated February 8, 2021 re: City of Sault Ste. Marie East End WWTP - Sludge Mixing Upgrades.

2.2 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

Refer to attached AECOM proposal dated February 8, 2021 re: City of Sault Ste. Marie East End WWTP - Sludge Mixing Upgrades.

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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

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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 $71,995 plus, applicable taxes made up as follows:

(i) $71,995 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 or labour, disbursements and reimbursable expenses.

b) Monthly progress invoices will be based on the percentage of project completed or

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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 3 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 12 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.

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3.3.3 Lump Sum Does Not Apply

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 2 % per annum.

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ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM Canada Ltd.

The signatory shall have the authority to bind the Engineer for the purposes of this agreement.

This_____Day of_____, 20____

Signature		Signature	
Name	Rick Talvitie, P. Eng.	Name	
Title	Associate Vice President	Title	

CLIENT: 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_____Day of_____, 20 ____

Signature		Signature	
Name		Name	
Title		Title	

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ARTICLE 5 – SCHEDULES

Copies of Request for Proposal and Proposal Submission documents ifrequired.

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:

	Attached
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	☐

NOTE: Attach all appropriate schedule documents as indicated (✓).

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Schedule A: Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2020 (Version 3.1)"

Option A *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.10 Indemnification"** and "**1.11 Insurance"** in their entirety and replace with the following:

1.10 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.11 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Article 3 – Fees and Disbursements, Clause 3.2 – Basis of Payment

Clause 3.2.3 (b) is deleted in its entirety and replaced with the following:
"Included in the fee, the Engineer shall be reimbursed at cost 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.
"In addition a communication/Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate."

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

February 8, 2021

Proposal

Dear Catherine,

Subject: Sault Ste. Marie East End WPCP – Sludge Mixing Upgrades

Introduction & Background

The City of Sault Ste. Marie has requested a proposal from AECOM Canada Limited (AECOM) to undertake the design and construction administration services for the retrofit of the existing fermented sludge system at the East End Waste Pollution Control Plant (EEWPCP). AECOM has the background information on this assignment, and previously completed a technical memorandum titled “Sault Ste. Marie East End WWTP – Sludge Mixing Review”, dated March 4, 2020. In this memorandum, AECOM evaluated the various options for mixing the fermented sludge holding tanks, and ultimately recommended the installation of a centrifugal style mechanical mixer in each of the tanks. The following sections outline our proposed scope of work, work plan, and fee estimate to complete the detailed design and construction administration services for this assignment.

Scope of Work

AECOM’s proposed scope of work is summarized below:

- Undertake preliminary and detailed design package for review by City and Operations staff, including:
  - Developing performance specifications for the mixers;
  - Co-ordinating sample collections and site visits with the PUC/City;
  - Detailed design drawings for the mixing system in each tank;
  - Undertaking a geotechnical investigation for new foundations;
  - Relocation of the existing air handling unit;
  - Relocation of the existing shed;
  - Reviewing and designing structural modifications to the tank covers and internal supports, as required.
  - Reviewing and designing electrical and controls modifications to the system, as required.
- Review workshops (2) with City and operations staff.
- Tender period assistance.
- Construction administration and periodic site inspections. Part-time site inspection was estimated at 6 half-day trips to the site for various inspections to inspect the installations, start-up, and commissioning.

Work Plan & Milestones

Based on our understanding of the project, we have assembled a Time-Task-Matrix (attached) which outlines our tasks, proposed team members, and overall fee structure. The proposed schedule is based on a project start of March 1, 2021 and is heavily dependant on the completion of the geotechnical investigation. The geotechnical investigation is anticipated to be done in late spring depending on ground conditions. Should this

investigation be completed sooner, it will allow for an earlier design completion date. The proposed schedule is as follows:

Proposed Schedule	
Project Initiation	March 1, 2021
Preliminary Design Package	April 13, 2021
Geotechnical Investigation	Late April/Early May (Ground Condition Dependant)
Detailed Design Package	June 10, 2021
Tendering	June/July 2021
Construction Administration & Inspection	July – November 2021
Start-up and Commissioning	Fall 2021
Project Completion	Fall 2021

Summary of Fees

Project fees are estimated as follows:

Task 1: Project Management, Administration and QA	$ 3,808.00
Task 2: Preliminary Design & Geotechnical Investigation	$31,025.00
Task 3: Detailed Design	$17,354.00
Task 4: Construction Support	$16,380.00
Information Technology & Communication Fee (5%)	$ 3,428.00
Total Cost:	**$71,995.00**

The above fees are considered an upset limit and do not include H.S.T.

Closing

We thank you for the opportunity to submit this proposal and look forward to working with the City on this important project. Should you have any comments or questions about the proposed work plan, fee estimate, or schedule, please do not hesitate to reach out to the undersigned.

Sincerely,
AECOM Canada Ltd.

Muhannad Bagajati, P.Eng.
Project Manager, Wastewater Group Leader
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Rick Talvitie, P.Eng.
Manager, Northern Ontario
rick.talvitie@aecom.com

Attachments: Time Task Matrix

Time-Task Matrix

City of Sault Ste. Marie

East End WWTP Sludge Mixing Upgrades

	Project Manager	Client Advocate	Design Delivery Lead	Structural Engineer	Electrical Engineer	Mechanical Engineer	I&C	CADD Design	EIT	Field	CADD Support	Administrative Support	Total Hours	Subtotal	Sub-Consultants	AECOM Disbursements	TOTAL FEES
	Muhannad Bagajati	Rick Talvitie	Bander Abou Taka	John Pucchio	Neil Garnham	Jan Gruber	Will Dohmen	Senior CADD	EIT Support	Inspection							
Hourly Rate	[redacted]																
Task 1: Project Management, Administration and Quality Control																	
General Project Management and Administration	[redacted]															$250	$1,894
Monthly Progress Reports																	$1,120
AECOM Quality Control and Health & Safety Requirements																	$794
Subtotal															$0	$250	$3,808
Task 2: Preliminary Design																	
Develop Performance Specifications																	$3,170
Complete Preliminary Design																$300	$17,670
Geotechnical															$7,350	$735	$9,155
Project Meeting #1: Preliminary Design Workshop																	$1,030
Subtotal															$7,350	$1,035	$31,025
Task 3: Detailed Design																	
Finalize Design																	$8,220
Project Meeting #2: Tender package review																	$840
Tendering and Contract Award Support																$100	$8,294
Subtotal															$0	$100	$17,354
Task 4: Construction Support																	
Construction Support & Inspections																$200	$11,260
Asbuilt Drawings Update																$100	$3,360
Post Construction Inspection and Warranty																	$1,760
Subtotal															$0	$300	$16,380
Base Scope Total															**$7,350**	**$1,685**	**$68,567**
Information Technology and Communication Fee (5%)																	**$3,428**
Total Cost	$5,040.00	$3,400.00	$8,910.00	$5,200.00	$2,200.00	$4,400.00	$4,400.00	$4,340.00	$12,350.00	$4,800.00	$4,000.00	$492.00					**$71,995**
% of Hours (to nearest 0.1%)	**:**																

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-171

PARKING: A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

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

1. **SCHEDULE "A" TO BY-LAW 93-165 REPEALED**

   Schedule "A" to By-law 93-165 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-171 MUNICIPAL BY-LAW ENFORCEMENT OFFICERS AMEND BY-LAW 93-165.DOCX

SCHEDULE "A"

Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Jason Levesque	101
Brian Ford	104
Sean Miller	107
Timothy Moreland	108
Arian Finlayson	109
James Kemp	110
Anthony McCoy	111
Edward Thorold	112
Lovedeep Sidhu	113

Brady Bishop	125
Orrette Robinson	126
Anthony Rocca	127
Chelsea Dokis	129
Ryan Vendramin	130
Ravi Kumar	131
Daniel Roussain	132
Aashmeen Thind	133
Cody Poirier	134
Jordan Gregorini	135
Michael Steinburg	136
Marc Flumian	137
Michael Heptbourne-Fletcher	138
Rajneesh Kumar	139
Anthony Gallagher	140
Thibault, Liam	141
Merrifield, Jason	142
Singh, Jasinder	143

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-172

PARKING: A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

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

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

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-172 ENFORCEMENT OFFICERS AMEND BY-LAW 90-305.DOCX

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
SCHEDULE "A"			
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
151	PARR,DEREK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE,LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
253	TRAVESON,TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
267	CORBIERE,JOHN(TED)	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
344	HARPE,KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN,LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT,ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
411	MOORE,ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL,MARK	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY,DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AREA HOSPITAL
463	MORIN,ALEX	CORPS OF COMM	GREAT LAKES FOREST RESEARCH CENTRE
464	DITOMMASO,RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
484	MCLEOD, VIRIGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX/JOHN RHODES COMMUNITY CENTRE/ NORTHERN COMMUNITY CENTRE
486	LONGO,NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU,MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR,MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON,JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN,FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
516	GAY,JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
517	ROY,BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVC CENTRE)
556	ARCAND, SCOTT	CORPS OF COMM	SAULT AIRPORT
565	LISCUMB,GERALD	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
568	PICK,DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
599	BUMBACCO CARL	CB HOME INSTALLTIONS	321 JOHN ST /342 346 ST GEORGE'S AVE
601	HART JASON	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
619	BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS/18 FERGUSON
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIC REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIC REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTREMCMEKKEN CENTRE/NORTHERN COMMUNITY CENTRE
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA &PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
671	MCGUIRE PATRICK	REGENT PROPERTY	402/302 BAY ST/390 BAY/RIVERWALK CONDOS
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF YVON	CORPS OF COMM	SAULT AIRPORT
686	ASH KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM DASA	DAYS INN	332 BAY ST
694	LIPPE ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington Street West
695	LAURICELLA DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
707	FINN ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W

708	POWLEY, CHAD	G4S SECURITY	SAULT AREA HOSPITAL
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT AREA HOSPITAL
715	MITCHELL, SPENCER	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
717	GUY, AMY	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
718	SCOTLAND, KEVIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
723	ROCCA, ANTHONY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
724	ROULEAU, MICHEAL	CORPS OF COMM	SAULT AIRPORT
725	PAAT, EMMA LEE	AIRPORT	SAULT AIRPORT
727	CLARK, DYLAN	G4S SECURITY	SAULT AREA HOSPITAL
731	NOTT, REGINALD	CORPS OF COMM	SAULT AIRPORT
733	GREGORCHUK, CATHERI	REAL ESTATE STOP INC	2 QUEEN STREET WEST
735	KEMP, ROBERT	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
736	BLAIR, BRENT	PROPERTY ONE	421 BAY ST
737	MARTONE, DONATO	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
738	MARTELLA, JOSEPH	PEAK INVESTMENT SERVICI	68 MARCH ST, 485 QUEEN ST E (REAR)
740	VERMA, ABBISHEK	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
741	DEGASPARRO, SHERRI	AIRPORT	SAULT AIRPORT
742	VOWELS-WING, LAURIE	NORTH 44 PROPERTY MGT	844 & 860 QUEEN ST E, 524 524A,536 & 536A GOULAIS AVE
743	MILNE, GEORGE	CROATIAN VILLAGE	80 SACKVILLE RD
744	MCLEAN, JEFF	SKYLINE LIVING	SKYLINE PROPERTIES/621 MACDONALD AVE
745	QUESNELLE, TIMOTHY	PROPERTY ONE	421 BAY ST/COMMUNITY FIRST CREDIT UNION
746	BELANGER, CARL	PERZIA GROUP	70 EAST ST/ 700 BAY ST
747	SCOTT, RYAN	YMCA	235 MCNABB STREET
748	GRAHAM, TIMOTHY	PINE/ALLARD APTS	751/789 PINE STREET/171 WILLOW AVE/94/108 ALLARD STREET
750	NEVEAU, ERIC	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
751	BRETON, JULIEN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
752	HARTEN, ARYANNA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
753	DISANO, RONALD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
754	DAVIES, RHONDA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
755	HEIDT, TERRY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
756	MCCOY, ROBERT	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
757	WERTH, KARL	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
759	FITTON, MATTHEW	G4S SECURITY	SAULT AREA HOSPITAL
760	FARKAS, DARIEN	G4S SECURITY	SAULT AREA HOSPITAL
761	SLATER, KYLE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
762	MACKENZIE, JENNA	G4S SECURITY	SAULT AREA HOSPITAL
763	CIOTTI, MARK	DSSAB	SSM HOUSING PROPERTIES Bellevue Park&Marina Strathclair Park James Elliot Park Roberta Bondar Park&Marina Pointe Des Chenes PWT 556 Queen St E ADSB& HSCDSB- All Locations Notre Dame Du Sault Bushplane Museum 116 Industrial Park Cres Public Libraries NCC YMCA Haldimand Coop 60 Pim St 331
764	PARDY, NATHAN	KC SECURITY	Korah Rd & 149A Trunk Rd/275 Second Line W Bellevue Park&Marina Strathclair Park James Elliot Park Roberta Bondar Park&Marina Pointe Des Chenes PWT 556 Queen St E ADSB& HSCDSB- All Locations Notre Dame Du Sault Bushplane Museum 116 Industrial Park Cres Public Libraries NCC YMCA Haldimand Coop 60 Pim St 331
765	LAPRADE, DANIEL	KC SECURITY	Korah Rd & 149A Trunk Rd/275 Second Line w
766	PALARO, DONALD	CITY OF SAULT STE MARIE	JOHN RHODES/GFL MEMORIAL GARDENS/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
767	JOHNSON, DREW	CITY OF SAULT STE MARIE	ROBERTA BONDAR PARK & BELLEVUE MARINA
768	TULLOCH, BRANDON	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
769	WEST, NADINE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
770	BHARDWAJ, RISHABH	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
771	JANKAR, PAVAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
772	SINGH, ARSHPREET	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
773	VERMA, PUNEET	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
774	GILL, HARPREET	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
775	KUMAR, ANKUR	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
776	FRANCE, ADAM	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
777	LONG, CHRISTYNE	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
778	SEWELL, CAROLYN	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
779	BONIN, THOMAS	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
780	SINGH, GURPREET	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
781	PATEL, JANKI	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
782	PATEL, PARAS	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
783	THOROLD, EDWARD	NEPTUNE SECURITY	SAULT STE MARIE AIRPORT
784	MORIN, KEVIN	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
785	SULLIVAN, KASSANDRA	G4S SECURITY	SAULT AREA HOSPITAL
786	DUDGEON, JAMIE	KC SECURITY	CONTRACTED CLIENTS ON PRIVATE PROPERTY
787	HINZ, MIKAELA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX/Algoma Public Health/314 Wellington St W
788	LAPISH, ALEXANDER	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST KORAH RD, GOULAIS AVE
789	BRUNI, MICHAEL	G4S SECURITY	SAULT AREA HOSPITAL
790	GREGO, JOSHUA	166721 ONTARIO INC	DOCTORS BUILDING - 955 QUEEN ST E
791	SGOURADITIS, RENEE	UNIT PARK	420 QUEEN ST E, 70 FOSTER DR
792	CHAPMAN, DANIEL	ALGOMA STEEL	LOTS OFF WEST & PATRICK ST KORAH RD, GOULAIS AVE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-173

ENGINEERING: A by-law to authorize the execution of the Fee Addendum Authorization between the City and AECOM Canada Ltd. for the Sault Ste. Marie West End Water Pollution Control Plant Phase I Upgrades.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Fee Addendum Authorization dated August 9, 2021 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule “A” hereto. This Fee Addendum Authorization is for the Sault Ste. Marie West End Water Pollution Control Plant Phase I 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 August, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-173 ENGINEERING AGREEMENT AECOM WEST END WATER POLLUTION CONTROL PLANT PH I UPGRADES.DOCX

AECOM Imagine it. Delivered.

Fee Addendum Authorization

☒ Client Contract Change ☐ Sub Contract Change

Project Name:	West End Water Pollution Control Plant Phase I Upgrades	**Change No.:**	3
AECOM Project No.:	60505229	**Date:**	14-Jul-21
Client/Sub Name:	City of Sault Ste. Marie	**Contract Reference No.:**	City SSM By-Law No. 2016-38 Agreement date: May 16, 2016 between Aecom and The Corporation of the City of Sault Ste. Marie
Subject:	West End WPCP Phase I Upgrades – Effluent Water 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 for the replacement of the existing effluent pumps at the West End Waste Water Treatment Plant (WWTP) as per AECOM letter dated April 13, 2021 Re: Proposal – West End WWTP – Effluent Water system Upgrades.

Fee: The agreed contract value will be: ☐ unaltered, ☒ increased, ☐ decreased by Time & Materials - **$65,300.00** (AMT)

Time: The agreed time for completion is ☒ unaltered, ☐ increased, ☐ decreased by _____ (calendar days)

Contract Value Summary		Time Changes Summary	
Original Contract Value	$2,795,850.00	**Original Contract Completion Date**	27-May-20
Net value of changes previously authorized	$1,896,501.00	**Net Change Previously Authorized (calendar days)**	0
This change	$65,300.00	**This Change (calendar days)**	0
New Contract Value	$4,757,651.00	**New Contract Completion Date**	31-Dec-23

Fee Addendum Approval

AECOM Project Manager	**Signature**	**Date**
AECOM Authorized Signatory	**Signature**	**Date**
Mayor - Christian Provenzano		August 9, 2021
City of Sault Ste. Marie , The Corporation of the	**Signature**	**Date**
City Clerk - Rachel Tyczinski		August 9, 2021
City of Sault Ste. Marie , The Corporation of the	**Signature**	**Date**
City of Sault Ste. Marie	**Signature**	**Date**

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