

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

Monday, February 2, 2026

5:00 pm

Council Chambers and Video Conference

As a courtesy, meetings are available for viewing on the City's YouTube channel
<https://www.youtube.com/user/SaultSteMarieOntario>

	Pages
1. Land Acknowledgement	
I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.	
2. Adoption of Minutes	11 - 21
Mover Councillor L. Vezeau-Allen Secunder Councillor S. Kinach Resolved that the Minutes of the Regular Council Meeting of January 12, 2026 be approved.	
3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
4. Declaration of Pecuniary Interest	
5. Approve Agenda as Presented	
Mover Councillor L. Vezeau-Allen Secunder Councillor M. Bruni Resolved that the Agenda for February 2, 2026 City Council Meeting as presented be approved.	

6. Presentations

6.1 2025 Medal of Merit Recipients

- Clyde Healey
- Morley Torgov
- Gary Trembinski, Sr. (posthumously)

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that all the items listed under date February 2, 2026 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Correspondence 22 - 23

Correspondence from Mayor Shoemaker to the Honourable Natalia Kusendova Bashta, Minister of Long Term Care

7.2 Annual Report of Integrity Commissioner – 2025 24 - 27

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the 2025 Annual Report of the Integrity Commissioner be received as information.

7.3 Purchase of Backhoe from Rental 28 - 29

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 2, 2026 concerning backhoe equipment purchase as required by Parks Division be received and that the purchase from Toromont Industries Ltd. in the amount of \$185,000 plus HST be approved.

7.4 Sprinklers and Domestic Water Line Upgrades Phase 2 – Civic Centre 30 - 32

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

The relevant By-law 2026-12 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 RFP for General Insurance Services 33 - 34

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

The relevant By-law 2026-16 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.6 Municipally Significant Event – 2026 Sault Ste. Marie Festival of Beer 35 - 39

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the City Clerk dated February 2, 2026 concerning Municipally Significant Event – 2026 Sault Ste. Marie Festival of Beer be received and that Council designate the event as municipally significant and approve waiving fees outlined in the Alcohol Risk Management Policy.

7.7 Outside Agency Grant Agreements 2026 40 - 41

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

The relevant By-laws 2026-8, 2026-9, 2026-10, 2026-11 are listed under item 12 of the Agenda and will be read with the by-laws under that item.

7.8 Community Safety Zones 42 - 44

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Design and Transportation Engineering dated February 2, 2026 concerning Community Safety Zones be received and that the recommended amendments be approved.

An amendment to the Traffic By-Law will be brought to Council for approval at a later date.

7.9 Traffic Bylaw Updates 2026 45 - 52

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

Mover Councillor L. Vezeau-Allen

Seconder Councillor S. Kinach

Resolved that the report of the Manager of Design and Transportation Engineering dated February 2, 2026 concerning Traffic By-law update be received and that the recommended amendments be approved.

An amendment to the appropriate schedule to the Traffic By-law will be brought to Council for approval at a later date

7.10 Housing Community Improvement Plan (CIP) – Application for Financial Incentives – 201 South Market Street 53 - 63

A report of the Administrative Clerk – Housing Support is attached for the consideration of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor S. Kinach

Resolved that the report of the Administrative Clerk – Housing Support dated February 2, 2026 concerning Housing Community Improvement Plan Application for Financial Incentive – 201 South Market Street be received and that Council authorize the Tax Increment Equivalent Grant and Municipal Fees Rebate Program incentives for the residential development at 201 South Market Street and authorize the Plan Administrator to enter into required agreements with the property owner.

7.11 Annual Accessibility Status Report – Year End 2025 64 - 69

A report of the Accessibility Coordinator is attached for the information of Council.

Mover Councillor L. Vezeau-Allen

Seconder Councillor M. Bruni

Resolved that the report of the Accessibility Coordinator dated February 2, 2026 concerning the annual Accessibility Status Report 2025 be received as information.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Community Builders Construction – Economic Growth Community Improvement Plan Application 70 - 95

A report of the Manager of Business Development is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Manager of Business Development dated February 2, 2026 concerning the proposal by Community Builders Construction be received and that Council approve a one-time grant of \$300,000 (\$150,000 in 2026 and \$150,000 in 2027) over a two-year term through the Economic Growth Community Improvement Plan to support the expansion project proposed by Community Builders Construction conditional upon the following:

1. Confirmation that external funding sources outlined in the application are secured;
2. Demonstration that job creation and trainee engagement targets are substantially met; and
3. Evidence of ongoing collaboration with local employers and community stakeholders.

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

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

9.1 Accessibility of Epinephrine Auto-Injectors

Mover Councillor M. Scott

Seconder Councillor A. Caputo

Whereas severe allergic reactions known as anaphylaxis are a significant public health concern, with more than 3 million Canadians, or just over 7% of the population, affected by food allergies; and

Whereas anaphylaxis can be triggered by factors common in municipal spaces beyond food, including environmental causes such as insect stings and bites and exercise-induced anaphylaxis; and

Whereas a survey by Food Allergy Canada indicates that while many Canadians report food allergies, not all individuals have consistent medical follow-up or carry their prescribed epinephrine auto-injectors at all times; and

Whereas up to 15% of anaphylaxis cases result in a biphasic response, where

symptoms return after initially resolving, often requiring a second dose of epinephrine within 5 to 10 minutes meaning a single personal device carried by an individual may be insufficient to save their life; and

Whereas the tragic death of 14-year old Malakai Flores in British Columbia has highlighted the critical gap in public safety regarding allergy readiness and has led to his family advocating for “Malakai’s Bill” which requests municipalities and governments to treat epinephrine with the same accessibility standards as Narcan and Automated External Defibrillators (AEDs); and

Whereas the City of Sault Ste. Marie is committed to the health and safety of all residents and visitors utilizing its public facilities;

Now Therefore Be It Resolved that City Council requests staff to prepare a report regarding the feasibility, cost, and implementation plan for equipping all public City facilities with stock epinephrine auto-injectors (EpiPens).

9.2 Green Economy

Mover Councillor C. Gardi

Seconder Councillor S. Spina

Whereas Sault Ste. Marie is transitioning into a global leader in low-carbon manufacturing through Algoma Steel’s shift to Electric Arc Furnace (EAF) technology; and

Whereas the City’s unique geographic position and existing industrial base provide a competitive advantage in "Industrial Symbiosis", where the waste products of one sector serve as the raw materials for another; and

Whereas the 2026 provincial and federal budget cycles have prioritized the *Investments in Forest Industry Transformation (IFIT)* and the *Green Municipal Fund (GMF)* for projects that decarbonize heavy industry and expand the bio-economy;

Now Therefore Be It Resolved that City Council request that a "*2026 Green Innovation Roadmap*" be developed jointly by Economic Development and Sustainability staff, with support from Engineering, as needed, focusing on the following two high-growth pillars:

- *Industrial Symbiosis and Waste-to-Value*: Investigating the feasibility of a District Energy Network to capture industrial waste heat from local manufacturing to provide low-cost heating for municipal buildings, greenhouses, or high-density housing;
- *The Forest Bio-economy Bridge*: Partnering with local forestry leaders and research centers to accelerate the production of Bio-carbon (to replace coal in industrial processes) and *Mass Timber* (to support sustainable construction and housing)

Further Be It Resolved that the City’s Economic Development team be directed to prioritize "Green Logistics" at the planned expanded Port,

specifically targeting the movement of bio-products and critical minerals essential to the EV supply chain; and

That the development and implementation of the 2026 Green Innovation Roadmap explicitly supports and advances Council's unanimously approved 2020 commitment to achieve net-zero greenhouse gas emissions by 2050, ensuring that proposed initiatives contribute to long-term emissions reduction, climate resilience, and sustainable economic growth; and

That staff identify and apply for specific funding through the *NOHFC Invest North – Innovation Program* and the *FCM Community Energy Systems* stream to offset the costs of these feasibility studies.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 12 of the Agenda under date February 2, 2026 be approved.

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

12.1.1 By-law 2026-8 (Agreement) Canadian Bushplane Heritage Centre Grant

96 - 106

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-Law 2026-8 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of Two Hundred and Five Thousand (\$205,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 2nd day of February, 2026.

12.1.2 By-law 2026-9 (Agreement) 49th Field Regiment R.C.A. Historical Society Grant

107 - 117

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that By-law 2026-9 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Ninety Thousand (\$290,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 2nd day of February, 2026.

12.1.3 By-law 2026-10 (Agreement) The Art Gallery of Algoma Grant 118 - 128

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that By-law 2026-10 being a by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Three Hundred Twenty Eight Thousand Five Hundred and Fifty (\$328,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors be passed in open Council this 2nd day of February, 2026.

12.1.4 By-law 2026-11 (Agreement) Soo Arena Association (Pee Wee) Grant 129 - 139

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that By-Law 2026-11 being a by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for the City to provide a grant to the Recipient equal to the total municipal and education property tax be passed in open Council this 2nd day of February, 2026.

12.1.5 By-law 2026-12 (Engineering) Civic Centre Sprinklers and Water Line Upgrades Phase 2 140 - 283

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that By-law 2026-12 being a by-law to authorize the execution of the Agreement between the City and S. & T. Electrical Contractors Limited for existing Sprinklers and Domestic Water Line Upgrades, Phase 2 at the Civic Centre, 99 Foster Drive, as required by Building Services Division – Public Works and Engineering be passed in open Council this 2nd day of February, 2026.

- 12.1.6 By-law 2026-13 (Zoning) 140 Black Road and 815 McNabb Street (Suncor Energy Inc. c/o Blair Gagnon) 284 - 286**

Council Report was passed by Council resolution on January 12, 2026.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2026-13 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 140 Black Road (PT LT 1 CON 3 ST. MARY'S PT 2, 4 1R1880 EXCEPT PT 1 1R7561 & PT 1 1R11687, T/W T306610; SAULT STE. MARIE) and 815 McNabb Street (PT LT 1 CON 3 ST. MARY'S PT 1 1R1880 EXCEPT PT 2 1R11687; SAULT STE. MARIE) (Suncor Energy Inc. c/o Blair Gagnon) be passed in open Council this 2nd day of February, 2026.

- 12.1.7 By-law 2026-14 (Development Control) 815 McNabb Street and 140 Black Road (Suncor Energy Inc. c/o Blair Gagnon) 287 - 289**

Council Report was passed by Council resolution on January 12, 2026.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2026-14 being a by-law to designate the lands located at 815 McNabb Street (PT LT 1 CON 3 ST. MARY'S PT 1 1R1880 EXCEPT PT 2 1R11687; SAULT STE. MARIE) and 140 Black Road (PT LT 1 CON 3 ST. MARY'S PT 2, 4 1R1880 EXCEPT PT 1 1R7561 & PT 1 1R11687, T/W T306610; SAULT STE. MARIE) an area of site plan control (Suncor Energy Inc. c/o Blair Gagnon) be passed in open Council this 2nd day of February, 2026.

- 12.1.8 By-law 2026-15 (Zoning) 460 Old Garden River Road (Brian Meredith and Estate of Fairy Ila Mae Meredith) 290 - 292**

Council Report was passed by Council resolution on January 12, 2026.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2026-15 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 460 Old Garden River Road (LT 31 RCP H731 TARENTORUS T/W & S/T T248503; SAULT STE. MARIE) (Brian Meredith and the Estate of Fairy Ila Mae Meredith) be passed in open Council this 2nd day of February, 2026.

- 12.1.9 By-law 2026-16 (Agreement) General Insurance Services (Intact Public Entities Inc.) 293 - 298**

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

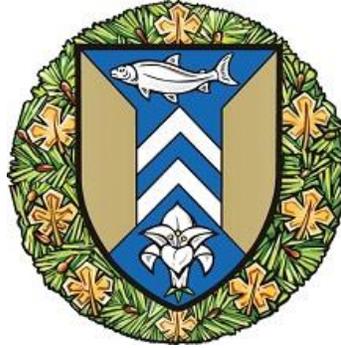
Resolved that By-law 2026-16 being a by-law to authorize the execution of the Agreement between the City and Intact Public Entities Inc. for General Insurance Services for a term of five (5) years commencing February 28, 2026, with an automatic extension for an additional two (2) years unless notice of termination provided.

- 12.2 **By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**
- 12.3 **By-laws before Council for THIRD reading which do not require more than a simple majority**
- 13. **Questions By, New Business From, or Addresses by Members of Council Concerning Matters Not Otherwise on the Agenda**
- 14. **Closed Session**
- 15. **Adjournment**

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, January 12, 2026

5:00 pm

Council Chambers and Video Conference

Present: Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach, Councillor C. Gardi

Absent: Councillor A. Caputo, Councillor M. Scott

Officials: T. Vair, M. Zuppa, R. Tyczinski, S. Hamilton Beach, B. Lamming, S. Schell, J. King, P. Johnson, N. Thomas, N. Maione, C. Rumiell, D. Perri, F. Coccimiglio, T. Vecchio, S. Facey, J. Kircal, J. Ricard, L. Petrocco, K. Pulkkinen

1. **Land Acknowledgement**

2. **Adoption of Minutes**

Moved by: Councillor S. Spina

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of December 15, 2025 be approved.

Carried

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

4. **Declaration of Pecuniary Interest**

4.1 Mayor M. Shoemaker – By-law 2026-3 (Zoning) 304 Industrial Park Crescent (1584836 Ontario Inc. o/a First General Services – Rico Briglio/David Toppan)

Applicant is a client of the law firm on this issue.

4.2 Mayor M. Shoemaker – By-law 2026-4 (Development Control) 304 Industrial Park Crescent (1584836 Ontario Inc. o/a First General Services – Rico Briglio/David Toppan)

Applicant is a client of the law firm on this issue.

5. Approve Agenda as Presented

Moved by: Councillor S. Spina

Seconded by: Councillor S. Kinach

Resolved that the Agenda for January 12, 2026 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 Audit Planning Presentation

Oscar Poloni, Partner, KPMG LLP was in attendance by video concerning Agenda item 7.2.

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all the items listed under date January 12, 2026 Agenda item 7 – Consent Agenda be approved as recommended.

Carried

7.1 Correspondence – Port of Algoma

Correspondence from Mayor Shoemaker to Hon. S. MacKinnon, Minister of Transport was received by Council.

7.2 KPMG Audit Planning

The report of KPMG regarding Audit Planning was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of KPMG dated January 2, 2026 concerning City of Sault Ste. Marie Audit Planning be received as information.

Carried

7.3 PUC Services Inc. Special Dividend

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Chief Financial Officer and Treasurer regarding PUC Services Inc. 2025 special dividend be received as information.

Carried

7.4 Audio-Visual / Virtual Meeting System – Council Chambers

The report of the Manager of Information Technology was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Information Technology dated January 12, 2026 concerning Audio-visual/Virtual Meeting System be received and that staff be directed to issue a request for proposal with an upper limit of \$360,000 to be funded from the re-allocation of the 2026 NG911 net operating budget (\$133,300) and the remaining NG911 capital commitment of \$80,000 from previous budgets and the balance from the IT Computer Reserve (\$146,700).

Carried

7.5 2026 Arts and Culture Assistance Grants – Early Intake

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

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Recreation and Culture dated January 12, 2026 concerning the 2026 Arts and Culture Assistance Program Grants – Early Intake allocation of funds be approved as follows:

1. DJ Seith – \$1,750
2. Matthew Warnock – \$1,750
3. Suzanne Deplonty – \$1,750
4. Riley Greco – \$1,750
5. Rebeka Herron – \$1,750
6. Black Fly Jam – \$8,500
7. Ashley Aikens McIntosh – \$5,600

8. Piecing It Together Shows – \$7,100
9. Sault Newcomers – \$3,000
10. West Fest – \$4,900
11. Gabriel George – \$5,200
12. Algoma Conservatory of Music – \$8,500
13. Entomica – \$8,500
14. Soo-Lebrity Theatre – \$3,650
15. Thinking Rock Community Arts – \$8,400
16. Ontario Culture Days – \$6,000
17. Centre Francophone – \$2,300
18. Sault Blues Society – \$1,600
19. Sault Film Festival – \$3,000

Carried

7.6 Canadian Housing Infrastructure Fund – West End Treatment Plant Upgrades

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Director of Engineering dated January 12, 2026 concerning Canadian Housing Infrastructure Fund Contribution Agreement – West End Treatment Plant Upgrades be received as information.

Carried

7.7 Building Inspector Appointments

The report of the Chief Building Official was received by Council.

The relevant By-law 2026-2 is listed under item 12 of the Minutes.

7.8 Fire Chief Appointment

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

The relevant By-law 2026-7 is listed under item 12 of the Minutes.

7.9 Housekeeping – Vacant Home Tax By-law

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

The relevant By-law 2026-6 is listed under item 12 of the Minutes.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-10-25-Z 140 Black Road and 815 McNabb Street

Blair Gagnon was in attendance by video on behalf of the applicant.

The report of the Junior Planner was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor M. Bruni

Resolved that the report of the Junior Planner dated January 12, 2026 concerning Application A-10-25-Z 140 Black Road and 815 McNabb Street be received and that Council approve this application in the following manner:

Rezone the subject properties from 'Medium Industrial Zone' (M2) to 'Medium Industrial Zone with a Special Exception' (M2.S) to include, in addition to those uses permitted in an M2 Zone:

1. A cardlock fuel pump facility.

For the purposes of this By-law, a Cardlock Fuel Pump Facility is defined as a fuel refilling station only available for those with an access card or account. Accessory uses such as office space, washroom facilities and retail may be permitted;

Further that Council deem 815 McNabb Street subject to Site Plan Control;

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

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			

Councillor L. Vezeau-Allen	X			
Councillor A. Caputo				X
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi				X
Councillor M. Scott				X
Results	8	0	0	3
				Carried

8.7.2 A-1-26-Z 460 Old Garden River Road

Bill Webb was in attendance on behalf of the applicant.

The report of the Intermediate Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Kinach

Resolved that the report of the Intermediate Planner dated January 12, 2026 concerning Application A-1-26-Z – 460 Old Garden River Road be received and that the subject property be rezoned from Rural Area Zone (RA) to Gentle Density Residential Zone (R2) with a Special Exception with the following provision:

1. That prior to any development or site alteration on the subject property, the Owner submits a grading and drainage plan with a stormwater report, prepared by a qualified professional, to the satisfaction of the Director of Engineering or their designate.

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

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			

Councillor A. Caputo					X
Councillor R. Zagordo	X				
Councillor M. Bruni	X				
Councillor S. Kinach	X				
Councillor C. Gardi					X
Councillor M. Scott					X
Results	8	0	0	0	3
					Carried

8.8 Boards and Committees

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

9.1 Windrows

Moved by: Councillor L. Dufour
 Seconded by: Councillor L. Vezeau-Allen

Whereas the grading of roads in Sault Ste Marie due to snow accumulation is a necessary operation in order to ensure safe and passable roads, particularly in advance of higher temperatures; and

Whereas the grading of snow pack on roads pulls up larger chunks of ice, which are deposited in the ends of driveways as windrows, which are challenging to clear with a typical homeowner’s residential snow equipment; and

Whereas, the removal of windrows by City forces would not be practicable due to a lack of equipment and a need for year-round work for the increase in full-time operators; and

Whereas there are multiple local private contractors, using tractor/snowblower units to clear private driveways;

Now Therefore Be It Resolved that Public Works staff be requested to work with local contractors to establish an estimated cost to tender the removal of driveway windrows, only during grading operations, with a per occurrence price, using PWT operations historical data to establish a budget that can be considered by Council for the 2026/27 winter season.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			

Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo				X
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	9	0	0	2
				Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date January 12, 2026 save and except By-law 2026-3 and By-law 2026-4 be approved.

Carried

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

12.1.1 By-law 2026-1 (Traffic) Amendments to Traffic By-law 77-200

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2026-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 12th day of January, 2026.

Carried

12.1.2 By-law 2026-2 (Appointment) Building Inspectors

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-Law 2026-2 being a by-law to appoint Andrew Griffa and Sai Kiran Chipalthurthi as Building Inspectors be passed this 12th day of January, 2026.

Carried

12.1.5 By-law 2026-5 (Street Assumptions) Various

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2026-5 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 12th day of January, 2026.

Carried

12.1.6 By-law 2026-6 (Vacant Home Tax) Amendment To By-law 2024-168

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2026-6 being a by-law to amend By-law 2024-168 (being a by-law to establish a vacant home tax in the City of Sault Ste. Marie) be passed in open Council this 12th day of January, 2026.

Carried

12.1.7 By-law 2026-7 (Appointment) Fire Chief

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2026-7 being a by-law to appoint Naomi Thibault as Fire Chief be passed in open Council this 12th day of January, 2026.

Carried.

12.1.3 By-law 2026-3 (Zoning) 304 Industrial Park Crescent (1584836 Ontario Inc. o/a First General Services – Rico Briglio/David Toppan)

Mayor M. Shoemaker declared a conflict on this item. (Applicant is a client of the law firm on this issue). Acting Mayor C. Gardi assumed the chair.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-3 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 304 Industrial Park Crescent (Part Lot 1 Registrar's Compiled Plan H744 Tarentorus, Parts 1 and 2 1R14259; Subject to an easement in gross over Part 2 1R14259 as in AL297751; City of Sault Ste. Marie) (1584836 Ontario Inc.

o/a First General Services – Rico Briglio/David Toppan) be passed in open Council this 12th day of January, 2026.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo				X
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	8	0	1	2

Carried

12.1.4 By-law 2026-4 (Development Control) 304 Industrial Park Crescent (1584836 Ontario Inc. o/a First General Services – Rico Briglio/David Toppan)

Mayor M. Shoemaker declared a conflict on this item. (Applicant is a client of the law firm on this issue).

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-4 being a by-law to designate the lands located at 304 Industrial Park Crescent (Part Lot 1 Registrar’s Compiled Plan H744 Tarentorus, Parts 1 and 2 1R14259; Subject to an easement in gross over Part 2 1R14259 as in AL297751; City of Sault Ste. Marie) an area of site plan control (1584836 Ontario Inc. o/a First General Services – Rico Briglio/David Toppan) be passed in open Council this 12th day of January, 2026.

	For	Against	Conflict	Absent
Mayor M. Shoemaker			X	
Councillor S. Hollingsworth	X			

Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo				X
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott				X
Results	8	0	1	2
				Carried

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

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

Carried

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

14. Closed Session

15. Adjournment

Moved by: Councillor S. Spina

Seconded by: Councillor S. Kinach

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk



January 23, 2026

The Honourable Natalia Kusendova Bashta
Minister of Long Term Care
400 University Avenue, 6th Floor
Toronto, ON M5G 1S5

Dear Minister Kusendova Bashta:

It was a pleasure to meet with you at the Rural Ontario Municipal Association Conference earlier this week. I appreciate you making time in your busy schedule to meet with the Sault Ste. Marie delegation.

As a follow up to our discussion about long-term care capacity in Sault Ste. Marie, I am writing to you regarding the Ontario Finnish Resthome Association's (OFRA) proposal to upgrade its Mauno Kaihla Kot facility. I understand they have been seeking financial support for more than a decade, and I urge your ministry to work with OFRA to see this development come to fruition. OFRA has been providing quality care to Sault Ste. Marie seniors for the past 55 years, and any funding allocated to their organization will make a positive difference in our community.

I acknowledge and appreciate that the Government of Ontario has undertaken long-term care modernization efforts, but the current funding formula continues to disadvantage Northern Ontario – a region with a higher than provincial average of residents over the age of 65 – and the need to support projects such as the aforementioned OFRA proposal will only continue to grow until a remedial policy adjustment is made. Without increased support, communities like Sault Ste. Marie will remain challenged in meeting demand and reducing pressures across the broader health care system. Investing in Mauno Kaihla Kot would help ensure more seniors can access the right level of care, in the right place, closer to home. It would also better support local hospitals by easing avoidable capacity pressures and improving patient flow.

Attached is a letter from OFRA outlining the need to, and the potential impact of, support for their organization. I appreciate the time your Ministry has taken to meet with myself and the OFRA team recently, and would be happy to continue working with both your Ministry and OFRA to continue to advance this file.

Sincerely,

MATTHEW M. SHOEMAKER
Mayor, Sault Ste. Marie



THE ONTARIO FINNISH RESTHOME ASSOCIATION

725 North Street
Sault Ste. Marie
Ontario P6B 5Z3
Tel: (705) 945-9987
Fax: (705) 945-1217

January 23, 2026

Matthew Shoemaker, Mayor
City of Sault Ste. Marie

Mayor Shoemaker,

I am writing to ask for the City of Sault Ste. Marie's help in advocating to the Province of Ontario for an equitable long-term care capital funding model for Northern communities—one that reflects the real costs and realities of building and delivering care in Algoma.

Ontario has taken meaningful steps to modernize long-term care by increasing up-front capital support. However, the current framework continues to disadvantage Northern Ontario. Under the new model, projects in the Greater Toronto and Hamilton Area are eligible for funding based on a maximum of \$750,000 per bed, while North-Urban markets such as Sault Ste. Marie are capped at \$450,000 per bed. This gap is largely justified on the basis of land costs in the south. Yet in practice, nearly every other cost driver is higher in the North: construction bids, skilled-trade availability, travel and accommodation for workers, longer supply chains, and compressed seasonal build windows. These realities routinely add millions to northern projects, but are not reflected in the funding model.

The result is structural inequity. Northern operators are expected to deliver complex institutional infrastructure with fewer dollars, fewer contractors, higher labour premiums, and greater logistical risk. Instead of levelling the playing field, the policy widens the gap between North and South.

For Algoma, this has system-wide consequences. Geography already limits access and choice. Seniors here do not have the dense network of nearby homes that exists in Southern Ontario. When a local bed is unavailable or unsuitable, the next option may be 60 to 200 kilometers away. This is not real choice. It is displacement.

The strain is visible in our hospital. Sault Area Hospital regularly carries high numbers of Alternate Level of Care patients—seniors who are medically ready for discharge but have nowhere appropriate to go. Without sufficient modern long-term care capacity, acute beds remain blocked, emergency departments back up, and the entire system becomes less resilient.

Inside outdated Class-B homes such as Mauno Kaihla Koti, the human cost is immediate. Multi-resident rooms, shared washrooms, and cramped spaces undermine dignity, privacy, infection control, and staff safety. These conditions contribute to poorer outcomes, higher clinical risk, behavioural distress, and avoidable hospital transfers.

This is not about special treatment. It is about fair treatment. Your advocacy matters and carries weight with the Province, particularly when framed as a community health and system-capacity issue rather than a single-project concern. I respectfully ask that the City of Sault Ste. Marie support this call for funding parity.

I welcome the opportunity to work in partnership toward a solution that delivers fair, regionally appropriate outcomes for seniors in Algoma.

Sincerely,

Paul Belair
Chief Executive Officer
The Ontario Finnish Resthome Association

**Annual Report
of the
Integrity Commissioner
for
The Corporation of the City of Sault Ste. Marie
(Covering the period from 1 January 2025 to 31 December 2025)**

Prepared By: Antoinette Blunt, Ironside Consulting Services Inc.

Date Submitted: January 13, 2026 – Revised 2 February 2026



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Expenditures During Period and Total Since Appointment	4

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 appointment was further extended by mutual agreement of the parties, on March 20, 2023, until July 31, 2023.

On May 1, 2023, responded to RFP, File: 2023CRP-CLK-01-P, for a five-year term, commencing August 1, 2023, and was the successful proponent. As such, the contract was extended until July 31, 2028.

This report represents the services provided from January 1, 2025, to December 31, 2025.

This report is being submitted in accordance with section 223.6 of the Municipal Act.

Request for Investigation by Councillor Kinach – Preliminary Report

A request for an investigation was made by Councillor Kinach, regarding potential violation of the provisions involving conflict of interest by Councillor Vezeau-Allen, of the purpose of the Code of Conduct. A preliminary report was provided to Council dated February 13, 2025. It was noted the complaint was frivolous, vexatious or not made in good faith or that there were no grounds or insufficient grounds for an inquiry.

Request for Review of Decision by Councillor Kinach – Ombudsman's Matter

A request for a review of the Integrity Commissioner's process involving the request for investigation was made by Councillor Kinach to the Ombudsman's Office. A telephone discussion occurred on May 26, 2025, with Meredith Nelson, Early Resolution Officer, Office of the Ombudsman of Ontario. There were no findings of inappropriate processes, and the matter was closed without an investigation occurring.

Request for Investigation by Member of Public – Preliminary Report

A request for an investigation was made by a member of the public regarding the conduct of Mayor Shoemaker. This matter required a legal review, and it was found there were no connections whatsoever between the actions of Mr. Shoemaker as a lawyer vis-à-vis the municipality and the complainant was directed to the Law Society of Ontario.

Request for Investigation by Member of Public – Preliminary Report

A request for an investigation was made by a member of the public regarding Mayor Shoemaker and Councillor Sonny Spina, alleging various violations of the Code of Conduct. It was concluded that there was no evidence to support the allegations and that both the Mayor and the Councillor have fundamental rights to freedom of discussion and freedom of expression, and to provide their personal opinions and perspectives when debating matters before Council in a validly called and constituted Council meeting.

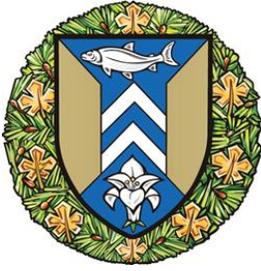
Request for Investigation by Four Members of Public – Councillor Caputo

A request for an investigation was made by four members of the public alleging violations of various sections of the Code related to Conduct and Improper Use of Influence in relation to a “Facebook Post” by the Councillor, and as a result an investigation was undertaken. It was concluded that based upon review of all allegations contained in each of the Complaints, the Facebook postings, relevant articles, and the law considering the Councillor’s right to freedom of discussion, and freedom of expression, that the Councillor did not violate any sections of the Code of Conduct.

Expenditures During Period and Total Since Appointment

The cost for services rendered for the period from January 1, 2025, to December 31, 2025, was \$22,272.69. It is noted the original report of January 13, 2026 was overstated by \$11.80.

The total cost for services rendered since date of initial appointment in 2018 is \$44,171.69.



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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Purchase of Backhoe from Rental Services

Purpose

The purpose of this report is to obtain Council approval for the purchase of one 2024 CAT 420 backhoe from a completed two-season rental commitment, as required by Public Works and Engineering Services – Parks Division.

Background

In spring of 2024, Parks Division secured the 2024 CAT 420 backhoe for seasonal rental through the months May to September, over two-years 2024 and 2025. Public Works had identified this unit as a planned purchase in 2026 replacing aged equipment, whereby the capital request has been approved within 2026 deliberations.

Analysis

This unit has proven reliable over the past two seasons and would carry a 2-year/4200hr remainder of the original 4-year/5000hr warranty. Public works staff confirms a purchase option is more beneficial to the City over the expected useful life of the asset both financially and operationally. Equipment availability and pricing in today's market of new equipment contributes to the decision to purchase this previous rented unit at this time.

This request is in accordance with Purchasing By-law section 22 3)d) the City has a rental contract and has elected to purchase where such purchase option is beneficial to the City.

Financial Implications

A quotation of \$188,256 including the non-rebatable portion of HST for the purchase buy-out of the 2024 CAT 420 backhoe including remaining warranty has been submitted by Toromont Industries Ltd.

This request can be accommodated with the approved 2026 capital funding allocation for Public Works capital equipment.

Strategic Plan / Policy Impact / Climate Impact

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

Purchase of Backhoe from Rental Services

February 2, 2026

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 2, 2026 concerning backhoe equipment purchase as required by Parks Division be received and that the purchase from Toromont Industries Ltd. in the amount of \$185,000 plus HST be approved.

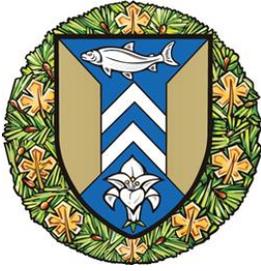
Respectfully submitted,

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Sprinklers and Domestic Water Line Upgrades Phase 2 –
Civic Centre

Purpose

The purpose of this report is to obtain Council approval to award the services for existing sprinklers and domestic water line upgrades, Phase 2 at the Civic Centre 99 Foster Drive, as required by Building Services Division – Public Works and Engineering.

Background

As part of the Civic Centre Sprinkler System Infrastructure Plan staff had initiated the first phase to upgrade existing sprinklers and domestic water lines, completing sprinkler room and water pipe upgrades in 2025.

This second phase is focused on base areas for completing hydraulic design; fire suppression riser; and centre core sprinkler drops in 2026, with the possibility of including one or more of the remaining separate work requirements subject to availability of funding.

The tender was publicly advertised through the bidding system and notification issued through Sault Ste. Marie Construction Association Plan Room. Opening of the tenders took place after closing on December 18, 2025 within the e-bidding system.

Analysis

Submissions from two bidders were received prior to closing deadline.

The tenders received have been thoroughly reviewed by the Supervisor Building Services and City's consultant for the project, MET Energy System. Separate price options for remaining work areas were requested in addition to base price for selection if within available budget. The low tendered price, meeting specifications has been indicated on the summary attached.

Financial Implications

S.&T. Electrical Contractors Limited submitted pricing in the amount of \$976,478 including non-rebateable HST, to complete the requested Phase 2 base work requirements, and one additional separate work requirement on Level 3 within the Civic Centre.

Funding is available from capital budget deliberations previously approved by Council to accommodate this tender amount.

Strategic Plan / Policy Impact / Climate 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:

The relevant By-law 2026-12 is listed under item 12 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

SUMMARY OF TENDERS
Phase 2 - Sprinklers and Domestic Water Line Upgrades - Civic Centre

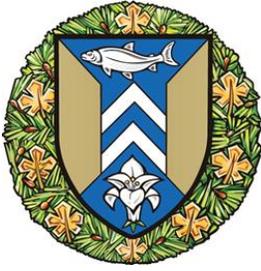
<u>Firm</u>	<u>Work Completion</u>	<u>Total Tendered Price</u> <u>(HST extra)</u> <i>includes contingency</i>	<u>Remarks</u>
S. & T. Electrical Contractors Ltd. Sault Ste. Marie, ON	Dec. 24, 2026	\$959,589.00	Meets Specifications
Nu-Style Construction Co. (1988) Ltd. Sudbury, ON	Dec. 30, 2026	\$1,072,000.00	Meets Specifications

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

The total cost to the City will be \$976,478 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by S. & T. Electrical Contractors 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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP General Insurance Services

Purpose

The purpose of this report is to obtain Council approval to award General Insurance Services for the City of Sault Ste. Marie for a term of five years commencing February 28, 2026, with an automatic extension for an additional two years (*unless notice of termination provided*), as required by the Risk Management Division of the Legal Department.

Background

The City released a pre-registration requirement for the purpose of obtaining a non-disclosure agreement allowing the release of specific documents within the Request for Proposal.

The proposal was provided to the three proponents who participated and complied with the pre-registration requirements. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 21, 2025.

Analysis

Proposals from all three (3) proponents were received prior to closing deadline:

- Aon Reed Stenhouse Inc., Toronto, ON
- Intact Public Entities, Cambridge, ON
- BFL Canada Risk and Insurance Services Inc., Toronto, ON

The proposals received have been reviewed and evaluated by a committee comprised of staff from Legal Department. It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is Intact Public Entities (IPE).

IPE is the incumbent provider and has met its commitment to provide the City with a good insurance program over the years, and they are committed to providing the City the same service and coverage in the future. They also provide value added services that allow the City to gain the most from the insurance program.

Financial Implications

IPE is proposing an annual premium for February 28, 2026 – 2027 to be \$1,834,064, inclusive of applicable taxes.

From these amounts, there will be a portion that is allocated to the Police Services and the Library, as they are part of the City's insurance program. The 2026 City insurance cost can be accommodated within the corporate operating budget.

Future budget years will be adjusted accordingly throughout the contract term to accommodate service requirement changes.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-16 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

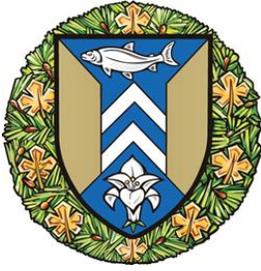
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Municipally Significant Event – 2026 Sault Ste. Marie
Festival of Beer

Purpose

The purpose of this report is to request that Council designate the 2026 Sault Ste. Marie Festival of Beer as municipally significant and to direct staff to prepare a Licence of Occupation to be brought back to Council for approval as the proponent desires to hold the event on City property.

Background

In May 2023, the City Council approved the Municipally Significant Events Policy (see Appendix A), outlining the application process and defining what types of events would qualify.

Analysis

Relevant City staff have met with the proponent, Alcohol and Gaming Commission of Ontario (AGCO) representatives, and Algoma Public Health to discuss the 2026 Sault Ste. Marie Festival of Beer. It was determined that the proponent should apply to the City to have the event designated municipally significant. The proponent requires the designation to apply for a special occasion permit through the AGCO.

The proponent has submitted an application to the City for the 2026 Sault Ste. Marie Festival of Beer (Appendix B) to be held June 13, 2026. The application was circulated to the parties listed in the Municipally Significant Event Policy. With the feedback provided, City staff recommend that the event be designated municipally significant. The proponent will be required to enter into a Licence of Occupation agreement satisfactory to City staff, including, but not limited to, the following:

- Adherence to the City's Alcohol Risk Management Policy;
- Potential Building Division approvals for tent structures and any necessary permits;
- Insurance requirements;
- Safeguarding the site with proper barricading and security/paid duty police;

Municipally Significant Event – 2025 Festival of Beer

April 29, 2025

Page 2.

- Algoma Public Health approvals for food provision and sanitary privies; and
- AGCO permit and approvals.

Financial Implications

There is no direct financial impact to the City. City staff are recommending that the fees outlined in the Alcohol Risk Management Policy be waived for the 2026 Sault Ste. Marie Festival of Beer, which is consistent with past practice for other large community festivals.

Strategic Plan / Policy Impact / Climate Impact

This event is linked to the Quality of Life focus area of the corporate Strategic Plan – Vibrant Downtown

There is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated February 2, 2026 concerning Municipally Significant Event – 2026 Sault Ste. Marie Festival of Beer be received and that Council designate the event as municipally significant and approve waiving fees outlined in the Alcohol Risk Management Policy.

Respectfully submitted,

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



Subject: Municipally Significant Events (AGCO Special Occasion Permits)
Service Area: Corporate Services (City Clerk)
Source: By-law 2023-75
Date: May 1, 2023

Purpose:

The purpose of this policy is to establish criteria to designate a public event as a municipally significant event.

Application:

This policy shall apply to public event organizers seeking designation of a public event as a “municipally significant event” for the purpose of applying to acquire a special occasion permit under the *Liquor Licence and Control Act*, as amended, for the sale and service of alcohol at a public event.

Definitions:

“Business day” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday excluding any of those days that fall on a statutory holiday

“City” shall mean The Corporation of the City of Sault Ste. Marie

“Municipally significant event” shall mean a one-time annual or infrequently occurring event that is open to the public, has a pre-determined opening and closing date and time and which:

- a. Has a local, regional, national or international historical or cultural significance;
- b. Builds awareness of diverse cultures;
- c. Promotes the social, cultural or economic development of the City; or
- d. Benefits the community at large.

“Public event” shall mean an event that is open to the general public.

Scope:

The City Clerk is delegated authority to issue a letter designating a public event as a municipally significant event on behalf of the City.

The City Clerk shall circulate all applications for designation as a municipally significant event to the following stakeholders for comment:

- a. Sault Ste. Marie Fire Service
- b. City By-law Enforcement Division
- c. City Chief Building Official
- d. City Risk Manager
- e. Sault Ste. Marie Police Service



f. Algoma Public Health

The stakeholders listed above shall be given five (5) business days to provide any concerns regarding the application for designation as a municipally significant event, after which the City Clerk will proceed to evaluate the request based upon any concerns received within the given time frame.

Public events must meet the following criteria to be considered by the City of Sault Ste. Marie for designation as a municipally significant event:

- a. Fall within the definition of a municipally significant event as defined in this policy;
- b. Serve the public interest by upholding the by-laws and policies of the City of Sault Ste. Marie and any other applicable legislation; and
- c. Will host no less than 100 members of the general public.

Applicants must submit their request for designation as a municipally significant event on the prescribed application form no less than forty-five (45) days before the proposed event for events under 5,000 attendees and no less than seventy-five (75) days before the proposed event for events over 5,000 attendees.

Applicants must maintain a minimum of five million (\$5,000,000) dollars liability insurance naming "The Corporation of the City of Sault Ste. Marie" as an additional insured providing a Certificate of Insurance showing same, at least ten (10) business days prior to the event. The permit holder shall be required to indemnify and save the City of Sault Ste. Marie harmless from all claims arising from the permit or event. Each event will be considered on its own merit, noting that the actual insurance limits required may be increased at the discretion of the City of Sault Ste. Marie.

The City Clerk will issue a letter to the applicant declaring the event as municipally significant only if it meets the above criteria.

The City Clerk is not obligated to designate any event as municipally significant and may refer the request to City Council for a decision.

Note: While the City of Sault Ste. Marie may designate an event, the Registrar for the Alcohol and Gaming Commission of Ontario has the final decision as to whether or not to issue a special occasion permit for a public event.

Municipally Significant Event Application Form

Organization Name: Sault Ste Marie Festival of Beer

Contact Person: Stephen Alexander

Contact Information: loplops01@gmail.com

Objects of the Organization: Community Street Festival

Date of Event: Saturday June 13th, 2026

Location of Event: Queen Street (Square Two) and Downtown Plaza

Is the event an exhibition, event or function open to the general public that is being held in the City of Sault Ste. Marie? Yes No

Can the event be defined as: (Check all that apply)

Has local, regional, national or international historical or cultural significance

Builds awareness of diverse cultures

Promotes the social, cultural or economic development of the City'

Benefits the community at large

Reasons the organization believes the event should be deemed municipally significant:

This will be the 13th edition of the Festival of Beer and it brings the community together as one of the first Spring events of the year. It attracts breweries from all over Ontario and is the only festival of its type that has expanded each year in Northern Ontario. In order to properly license the event through the AGCO it needs to be deemed a Municipally Significant event.

How many members of the public are expected to attend? Between 2000 - 3000

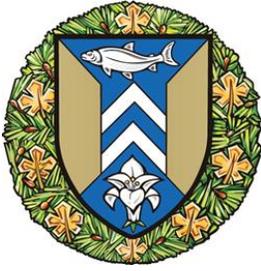
Details of how, when and where the event will be advertised to the public: TV, Radio, Social Media

This application should be accompanied by a Certificate of Insurance providing a minimum of five million (\$5,000,000) dollars liability insurance adding "The Corporation of the City of Sault Ste. Marie" as an additional insured at least ten (10) business days prior to the event. The permit holder shall be required to indemnify and save the City of Sault Ste. Marie harmless from all claims arising from the permit or event. Each event will be considered on its own merit, noting that the actual insurance limits required may be increased at the discretion of the City of Sault Ste. Marie.

By signing you agree that you have read and agree with the conditions of the City of Sault Ste. Marie Designation of Municipally Significant Events policy.

Stephen Alexander
Applicant

December 2nd, 2025
Date



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

February 3, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Maione, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Outside Agency Grant Agreements 2026

Purpose

The purpose of this report is to obtain approval of outside agency grant agreements for 2026.

Background

Funding for the outside agency grants was approved in the 2026 Operating Budget on December 8, 2026. The annual funding agreement identifies the activities and/or services eligible for funding, payment schedule and reporting requirements.

Analysis

The list of outside agencies with annual funding agreements is provided below. In 2021, several new reporting requirements were added to each agreement as a condition of funding. Reporting metrics for each organization for 2025 can be found under Schedule C of each agreement under the related by-law located elsewhere on the agenda. Staff met with each organization to review the reporting metrics, and updates were made to provide a clear picture of visitation and programming.

Organization	2026 Funding Amount
The Ontario Bushplane Heritage and Forest Fire Educational Centre	2026 approved funding of \$205,000 – No increase from 2025
Sault Ste. Marie Museum (Sault Ste. Marie & 49 th Field Regiment R.C.A. Historical Society)	2026 approved funding of \$290,000 – No increase from 2025
The Art Gallery of Algoma	2026 approved funding of \$328,550 – No increase from 2025
Soo Arena Association (Peewee)	Tax rebate is estimated at \$22,462 an increase of 3.87% from 2025.

Financial Implications

Funding for the outside agency grants has been approved in the 2026 Operating Budget.

Outside Agency Grant Agreements 2026

February 3, 2026

Page 2.

Strategic Plan / Policy Impact / Climate Impact

The outside agency grant agreements align with the Corporate Strategic Plan 2024-2027 through the Quality of Life Focus area by supporting Arts and Culture.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2026-8, 2026-9, 2026-10, 2026-11 are listed under item 12 of the Agenda and will be read with the by-laws under that item.

Respectfully submitted,

Nicole Maione

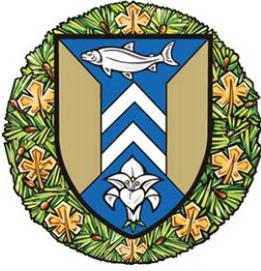
Director of Community Services

Community Development and Enterprise

Services

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Community Safety Zones

Purpose

The purpose of this report is to address an outstanding Council resolution regarding Community Safety Zones.

Background

On October 1, 2024, Council passed the following resolution:

Whereas community safety zones are defined as segments of roadways where public safety is of special concern and may include roadways near parks/playgrounds, daycare centers, recreation areas, hospitals, senior centers/residences, and areas with a large concentration of pedestrian activity; and

Whereas Sault College enrollment has increased significantly in the last 10 years, increasing population and foot traffic in the area; and

Whereas a number of elementary schools have amalgamated, effectively creating super schools and/or schools with higher enrollment in the area; and

Whereas speeding has been identified as a major issue around the city. This is documented to be well over the posted 40 km/hr in many school zones including St Paul School (posting 59.5 km as 85th percentile speed) and Boreal French Immersion (posting 64.94 km as 85th percentile speed); and

Whereas this area has connections to the Hub Trail, new development, buildings housing seniors and citizens with disabilities, as well as many families;

Now Therefore Be It Resolved that staff report back to Council regarding designating Northern Avenue from Sackville Road to Pine Street a Community Safety Zone; and regarding designating Pine Street from Northern Avenue to McNabb Street a Community Safety Zone.

Analysis

Community Safety Zones are segments of roadway where public safety is of special concern. Council may designate segments of roadway as Community Safety Zones by passing a municipal by-law. The rules of the road do not change in Community Safety Zones; however, fines are increased for traffic-related violations in these zones.

At the May 1, 2023 Council meeting, Council adopted the Community Safety Zone Policy. The policy assesses road segments based on relevant criteria, including the presence of community facilities, posted speed, number of lanes, average daily traffic, pedestrian facilities, and pedestrian volumes. The locations listed in the resolution, as well as two locations suggested by the public, were evaluated using the policy, and the results were presented to the Speed Management Taskforce, which recommended that all four locations be designated as Community Safety Zones.

The locations are:

- Northern Avenue from Pine Street to Sackville Road (commercial, community, and residential)
- Pine Street from Northern Avenue to McNabb Street (commercial, school)
- Fifth Line from Landslide Road to Connor Road (Hiawatha Highlands)
- Lower Lake Street from Queen Street to the south end (Bellevue Park)

An update to the traffic by-law No. 77-200 is required to include Community Safety Zones in the community.

The following text should be added to the “Definitions” section:

“Community Safety Zone” means a designated area of a roadway where public safety is of special concern.

The following text should be added to Part VI – Turning, Direction and Speed Regulations:

Community Safety Zones – Schedule “CC”

1. The Corporation shall erect signage in compliance with the *Highway Traffic Act* at the locations set out in Schedule “CC” to this by-law.
2. When official signs are on display in compliance with the *Highway Traffic Act*, the highways at the locations set out in Schedule “CC” to this by-law are thereby designated as community safety zones.

Add:

Schedule CC – Community Safety Zones

Designated for 24hours each day

Street	From	To
Northern Avenue East	Pine Street	Sackville Road/Grand Boulevard
Pine Street from to (commercial, school)	Northern Avenue East	McNabb Street
Landslide Road	Fifth Line East	Connor Road
Lake Street	Queen Street	South terminus

Financial Implications

The financial implications related to this approval would be the cost of new signage. The required signage would cost approximately \$5,000 and covered under the traffic operations budget.

Strategic Plan / Policy Impact / Climate Impact

The recommendations of this request are linked to the quality of life 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 Design and Transportation Engineering dated February 2, 2026 concerning Community Safety Zones be received and that the recommended amendments be approved.

An amendment to the Traffic By-Law will be brought to Council for approval at a later date.

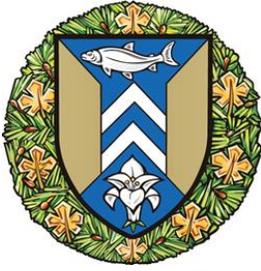
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Traffic Bylaw Updates 2026

Purpose

The purpose of this report is to seek Council approval of amendments to Traffic By-law 77-200.

Background

Upon review of the Traffic Bylaw, amendments are required in order to accommodate changes due to construction and to address oversight from past updates.

Specifically, certain amendments are to address the changes due to the road diet of Lyons Avenue and include the reduction in speed recommended during the Wallace Terrace environmental assessment. Other amendments are to address changes to Phase 1 of Queen Street and include the adjusted parking bay locations, the addition of accessible parking, the removal of the Spring Street traffic signals, and the addition of a pedestrian crossover and stop signs.

At the June 23, 2025 meeting, Council approved the addition of dedicated parking restricted to Emergency and Authorized vehicles at a location next to Sault Ste. Marie Police Services Division 2 on Brock Street. The police have requested additional space be added south of their driveway entrance.

Analysis

The following text should be **removed** from Section 6 (5) of Bylaw 77-200:

“When properly worded signs have been erected and are on display no person shall park a vehicle on a street at the side and between the limits set out respectively in columns 1,2,3, and 4 of Schedule “AA” - Disabled Persons Parking unless such vehicle bears an authorized permit or licence plate identifying it as being operated by or carrying a physically handicapped person, as defined in by-law 81-367 of the Corporation of the City of Sault Ste. Marie.”

And **replaced** with:

“When properly worded signs have been erected and are on display no person shall park a vehicle on a street at the side and between the limits set out respectively in columns 1,2,3, and 4 of Schedule “AA” – Barrier Free Parking unless such vehicle bears a valid accessible parking permit identifying it as being operated by or conveying persons with a disability, as defined in By-law 2008-26 of the Corporation of the City of Sault Ste. Marie.”

The following text should be **removed** from Section 16A (5):

“DISABLED PARKING AT METER

1) Despite any other provisions of this by-law but subject to subsections 2 and 3 of this section, where parking meters have been erected under the authority of section 9 of this by-law, any vehicle displaying a disabled person parking permit issued in accordance with the requirements of the Ministry of Transportation may park any metered space for a period not exceeding two hours at any one time without depositing the fee required pursuant to section 10 of this by-law.

2) The exemption allowed in subsection 1 applies only so long as the vehicle parked at the metered space is actually in the process of transporting the permit holder.

3) If a vehicle displaying a disabled person parking permit is parked at a meter for up to two (2) hours and the fee required under section 10 of the by-law has not been deposited, then that vehicle shall not be parked at a meter within 200 metres (218 yards) of the first metered space within the next eight (8) hours without first depositing the required fee.”

And **replaced** with:

“ACCESSIBLE PARKING AT METER

1) Despite any other provisions of this by-law but subject to subsections 2 and 3 of this section, where parking meters have been erected under the authority of section 9 of this by-law, any vehicle displaying a valid accessible parking permit identifying it as being operated by or conveying persons with a disability, as defined in By-law 2008-26 of the Corporation of the City of Sault Ste. Marie may park at any metered space for a period not exceeding two hours at any one time without depositing the fee required pursuant to section 10 of this by-law.

2) The exemption allowed in subsection 1 applies only so long as the vehicle parked at the metered space is actually in the process of transporting the permit holder.

3) If a vehicle displaying a valid accessible parking permit is parked at a meter for up to two (2) hours and the fee required under section 10 of the by-law has not been deposited, then that vehicle shall not be parked at a meter within 200 metres (218 yards) of the first metered space within the next eight (8) hours without first depositing the required fee.”

Schedule AA Section 6 – Disabled Persons Parking

Change title of schedule to Schedule AA Section 6 Barrier Free Parking

Remove:

Street	Side	From	To	Prohibited Times or Day
Wellington Street West	South	45 m east of Hudson Street	3 m east of Hudson Street	Sun 0:00 to 2:00h
White Oak Drive	South	As laid out in front of Soogoma Industries		anytime

Add:

Street	Side	From	To	Prohibited Times or Day
Queen Street East	South	15 m west of March Street	25 m west of March Street	Any time
Queen Street East	South	87 m east of Brock Street	97 m east of Brock Street	Any time
Queen Street East	North	55 m east of Spring Street	66 m east of Spring Street	Any time
White Oak Drive	South	As laid out in front of 105 White Oak Drive		anytime

Schedule A Section 6 – Parking Prohibited

Remove:

Street	Side	From	To	Prohibited Times or Day
Eastwood Street	East	Northwood Street	Greenwood Street	Any Time

Add:

Street	Side	From	To	Prohibited Times or Day
Eastwood Street	East	Northwood Street	31 Eastwood Street	Any Time
Lyons Avenue	Both	Korah Road	Wellington Street West	Any Time
Wellington Street West	Both	Carmen's Way	Wallace Terrace	Any Time

Schedule K Section 27 – Increased Speed Limits

Remove:

Street	Between	Maximum Speed
Lyons Ave	Patrick Street and Korah Road	60 km/hr

Schedule X Section 25a – Designated Turn Lanes

Add:

Street	Between	Lane	Direction	Time or Day
Lyons Ave	Bloor Street and Farwell Terrace	Center Turn Lane	East and West bound	Any Time

Schedule BB Section 20A – Pedestrian Crossovers

Add:

Street	Location
Queen Street	West side of Lake Street
Queen Street	East side of Spring Street

Schedule D Section 19 – Stopping Prohibited

Remove:

Street	Side	Between	Prohibited Times or Day
Queen Street East	North	East Street and a point 64 m west of East Street	Any Time
Queen Street East	North	Brock Street and a point 126 m east of Brock Street	Any Time

Queen Street East	North	Brock Street and a point 30 m west of Brock Street	Any Time
Queen Street East	North	Spring Street and a point 43 m west of Brock Street	Any Time
Queen Street East	North	Spring Street and a point 13 m west of Spring Street	Any Time
Queen Street East	North	March Street and a point 32 m west of March Street	Any Time
Queen Street East	North	March Street and a point 54 m west of March Street	Any Time
Queen Street East	South	East Street and a point 41 m west of East Street	Any Time
Queen Street East	South	Brock Street and a point 36 m east of Brock Street	Any Time
Queen Street East	South	a point 49 m east of Brock Street and a point 81 m west at East Street	Any Time
Queen Street East	South	Brock Street and Spring Street	Any Time
Queen Street East	South	Spring Street and a point 110 m west of Spring Street	Any Time
Queen Street East	South	Elgin Street and a point 53 m east of Elgin Street	Any Time

Add:

Street	Side	Between	Prohibited Times or Day
Queen Street East	North	East Street and a point 55 m west of East Street	Any time
Queen Street East	North	Brock Street and a point 40 m east of Brock Street	Any time
Queen Street East	North	Brock Street and a point 28 m west of Brock Street	Any time
Queen Street East	North	Spring Street and a point 98 m east of Spring Street	Any time
Queen Street East	North	Spring Street and a point 68 m east of Spring Street	Any time
Queen Street East	North	Spring Street and a point 22 m east of Spring Street	Any time
Queen Street East	North	Spring Street and a point 15 m west of Spring Street	Any time
Queen Street East	North	March Street and a point 40 m east of March Street	Any time
Queen Street East	North	March Street and a point 12 m west of March Street	Any time

Queen Street East	North	March Street and a point 85 m west of March Street	Any time
Queen Street East	North	Elgin Street and a point 66 m east of Elgin Street	Any time
Queen Street East	North	Elgin Street and a point 25 m east of Elgin Street	Any time
Queen Street East	South	East Street and a point 30 m west of East Street	Any time
Queen Street East	South	Brock Street and a point 119 m east of Brock Street	Any time
Queen Street East	South	Brock Street and a point 30 m west of Brock Street	Any time
Queen Street East	South	Spring Street and a point 85 m east of Spring Street	Any time
Queen Street East	South	Spring Street and a point 45 m east of Spring Street	Any time
Queen Street East	South	Spring Street and a point 29 m west of Spring Street	Any time
Queen Street East	South	At March Street	Any time
Queen Street East	South	Elgin Street and a point 88 m east of Elgin Street	Any time
Queen Street East	South	Elgin Street and a point 46 m east of Elgin Street	Any time

Schedule F Section 21 – Stop Signs and Intersections

Add:

Intersection	Direction of Traffic	Stop Street
Spring Street & Queen Street	northerly	Spring Street
Spring Street & Queen Street	southerly	Spring Street

Schedule G – Section 22 – Locations of Traffic Signals

Remove:

- Albert Street and Dennis Street
- Bay Street and Bruce Street
- Bay Street and Spring Street
- McNabb and St. George's Avenue
- Queen Street East and Church Street
- Queen Street East and Spring Street
- Wellington Street West and Conmee Avenue

Add:
 Bay Street and Ron Francis Way
 Great Northern Road and Walmart/Pino's entrance

Schedule K – Section 27 – Increased Speed Limits

Remove:

Street	Between	Maximum Speed
Great Northern Road	800 m north of Third Line & Fifth Line	70 km/hr
Great Northern Road	Fifth Line & north city limit	80 km/hr

Add:

Street	Between	Maximum Speed
Great Northern Road	800 m north of Third Line & 250 m north of Fifth Line	70 km/hr
Great Northern Road	250 m north of Fifth Line & north city limit	80 km/hr

Proposed Schedule VV – Emergency and Authorized Vehicles Only

Remove:

Street	Side	Location	To
Brock Street	East	30 m south of Wellington Street East	45 m south of Wellington Street East

Add:

Street	Side	Location	To
Brock Street	East	30 m south of Wellington Street East	70 m south of Wellington Street East

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

The recommendations of this request are linked to the Infrastructure focus area of the Corporate Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Traffic By-law 2026 Update

February 2, 2026

Page 8.

Resolved that the report of the Manager of Design and Transportation Engineering dated February 2, 2026 concerning Traffic Bylaw update be received and that the recommended amendments be approved.

An amendment to the appropriate schedule to the Traffic By-Law will be brought to Council for approval at a later date

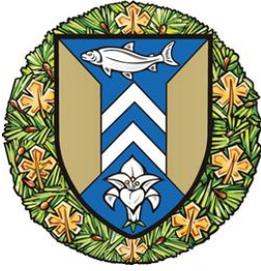
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

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m.mcauley@cityssm.on.ca



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

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Joseph Cocchetto, Administrative Clerk – Housing Support
DEPARTMENT: Community Development and Enterprise Services
RE: Housing Community Improvement Plan (CIP) – Application
for Financial Incentives – 201 South Market Street

Purpose

The purpose of this report is to recommend the approval of the following incentives for the residential development project being constructed at 201 South Market Street:

- A Tax Increment Equivalent Grant (TIEG); and
- Municipal Fees Rebate Program.

Background

On August 12, 2024, Council approved the City of Sault Ste. Marie Housing Community Improvement Plan (CIP), which established a series of financial incentives for the construction of new dwelling units.

Authority to approve and issue the financial incentives was delegated to the Plan Administrator (Director of Planning); however, grants estimated to be over \$2,000,000 require Council approval to proceed. In this case, the total estimated value of the requested incentives exceeds \$2,000,000.

Analysis

The project at 201 South Market Street consists of three 4-storey, 40-unit apartment buildings, totalling 120 purpose-built rental units, of which 50 will be affordable. The dwelling mix consists of:

- 54 1-bedroom units
- 66 2-bedroom units

The owner, Sagamok Anishnawbek, has indicated the units will be offered to Sagamok First Nation members living off-reserve, as well as non-member residents in Sault Ste. Marie who need housing stability. A copy of the site plan and correspondence from Chief Angus Toulouse is attached to this report.

The proposed project is eligible for the following CIP incentives:

- *Tax Increment Equivalent Grant (TIEG)* – Which provides a rebate on the increase in municipal taxes post-development versus pre-development. In this case, the property is located in precinct 2 and 42% of the units are proposed to be affordable. Therefore, the TIEG will provide a 100% rebate for years 1-7, 75% in year 8, 50% in year 9, and 25% in year 10. In year 11, full taxes will be paid. The estimated value of the TIEG is between \$2.75 million and \$3.1 million.
- *Municipal Fees Rebate* – For properties located in precinct 2, this program provides a 100% rebate on building permit fees associated with affordable rental units and a 50% rebate on building permit fees associated with market rate rental units. In total, the value of the grant is a rebate of \$246,988 for three permits.

When designing the Housing Community Improvement Plan and related housing incentives, this is the type of project that was hoped would be realized. The creation of new purpose-built rental units with a high percentage of affordable units will be a welcome addition to the Sault Ste. Marie housing supply mix.

Financial Implications

Tax Increment Equivalent Grant (TIEG)

The TIEG incentive program is currently funded by the municipality with an estimated value between \$2.75 million and \$3.1 million of deferred municipal tax revenue over the 10-year period of the grant.

Municipal Fee's Rebate Program

This incentive is worth \$246,988 and will be funded with Housing Accelerator Funding (HAF), with no direct costs to the municipality.

Strategic Plan / Policy Impact / Climate Impact

Focus Area 1 of the Corporate Strategic Plan speaks to implementing the Housing Action Plan to deliver affordable housing. The Housing Action Plan includes the creation of a variety of financial incentives aimed at delivering additional housing, with an emphasis on affordable housing and higher residential densities in strategic development areas.

There is no climate impact associated with this financial incentive.

Recommendation

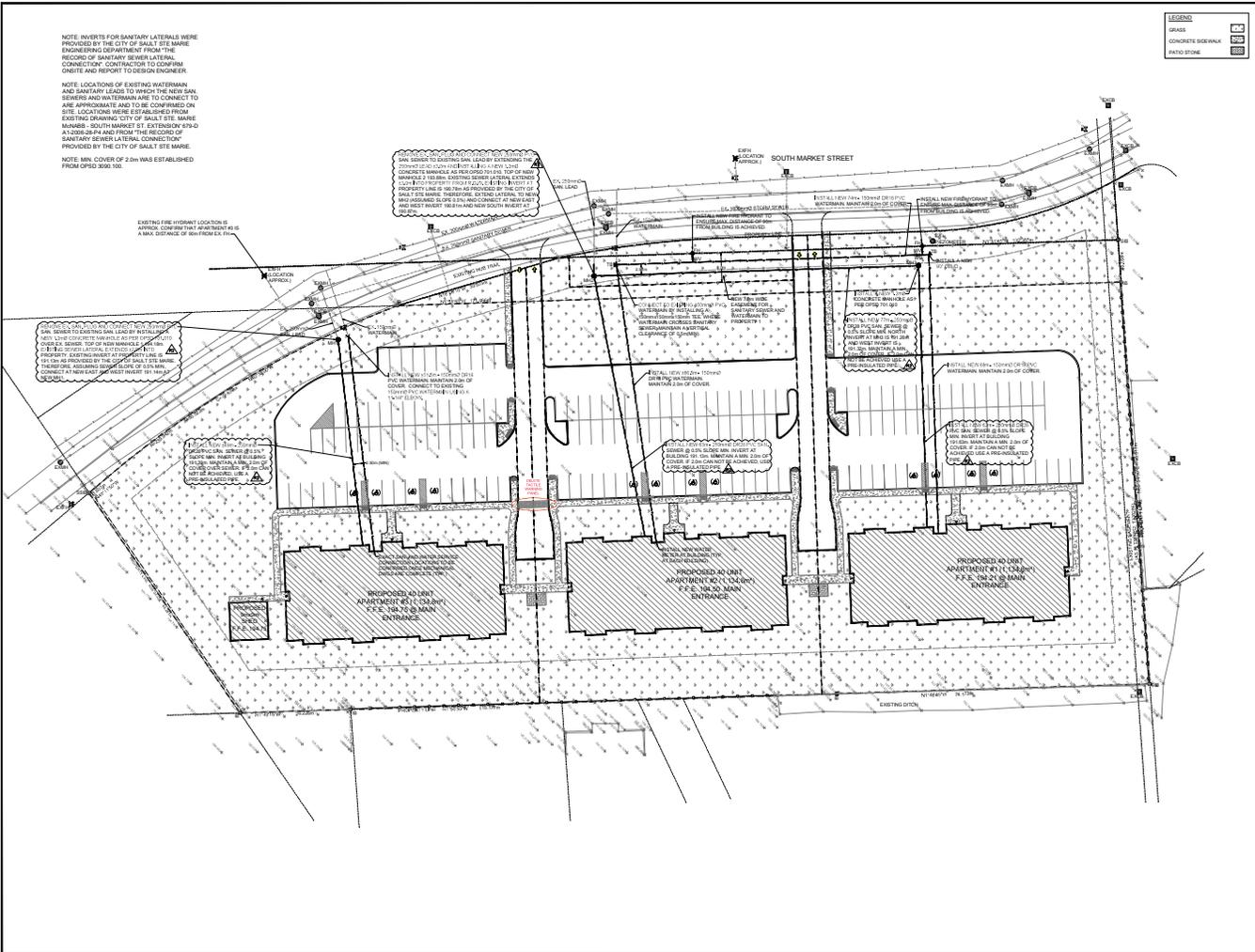
It is therefore recommended that Council take the following action:

Resolved that the report of the Administrative Clerk – Housing Support dated February 2, 2026 concerning Housing Community Improvement Plan (CIP) – Application for Financial Incentive – 201 South Market Street be received and that Council authorize the Tax Increment Equivalent Grant (TIEG) and Municipal Fees Rebate Program incentives for the residential development at 201 South Market Street, and authorize the Plan Administrator to enter into required agreements with the property owner.

Housing Community Improvement Plan (CIP) – Application for Financial
Incentives – 201 South Market Street
February 2, 2026
Page 3.

Respectfully submitted,

Joseph Cocchetto
Administrative Clerk – Housing Support
705.541.5169
J.cocchetto@cityssm.on.ca



NOTE: INVERTS FOR SANITARY LATERALS WERE PROVIDED BY THE CITY OF SAULT STE MARIE ENGINEERING DEPARTMENT FROM THE RECORD OF SANITARY SEWER LATERAL CONNECTION' CONTRACTOR TO CONFIRM, OBTAIN AND REPORT TO DESIGN ENGINEER.

NOTE: LOCATIONS OF EXISTING WATERMAIN AND SANITARY LEADS TO WHICH THE NEW SANITARY SEWERS AND WATERMAIN ARE TO CONNECT TO ARE APPROXIMATE AND TO BE CONFIRMED ON SITE. LOCATIONS WERE ESTABLISHED FROM EXISTING DRAWING CITY OF SAULT STE MARIE NUMBER: SOUTH MARKET ST. EXTENSION #19-D AND DESIGNER FROM THE RECORD OF SANITARY SEWER LATERAL CONNECTION' PROVIDED BY THE CITY OF SAULT STE MARIE.

NOTE: MIN. COVER OF 2.0m WAS ESTABLISHED FROM OPGD 3000.100.

EXISTING FIRE HYDRANT LOCATION IS APPROX. CONFIRM THAT AT ADJACENT #10 MAIN ENTRANCE OF 800 FRENCH ST.

CONCRETE SIDEWALK SHALL BE 1.5m WIDE AND SHALL BE 100mm THICK. SHALL BE 100mm THICK. SHALL BE 100mm THICK. SHALL BE 100mm THICK.

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LEGEND

- GROSS
- CONCRETE SIDEWALK
- PAVING STONE

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF BARRY H. MARTIN CONSULTING ENGINEERS & ARCHITECTS. IT SHALL NOT BE REPRODUCED OR COPIED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF BARRY H. MARTIN CONSULTING ENGINEERS & ARCHITECTS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND REPORT ANY DISCREPANCIES TO THE ARCHITECT AND/OR ENGINEER BEFORE PROCEEDING WITH THE WORK.

DRAWINGS SHALL NOT BE SCALED.

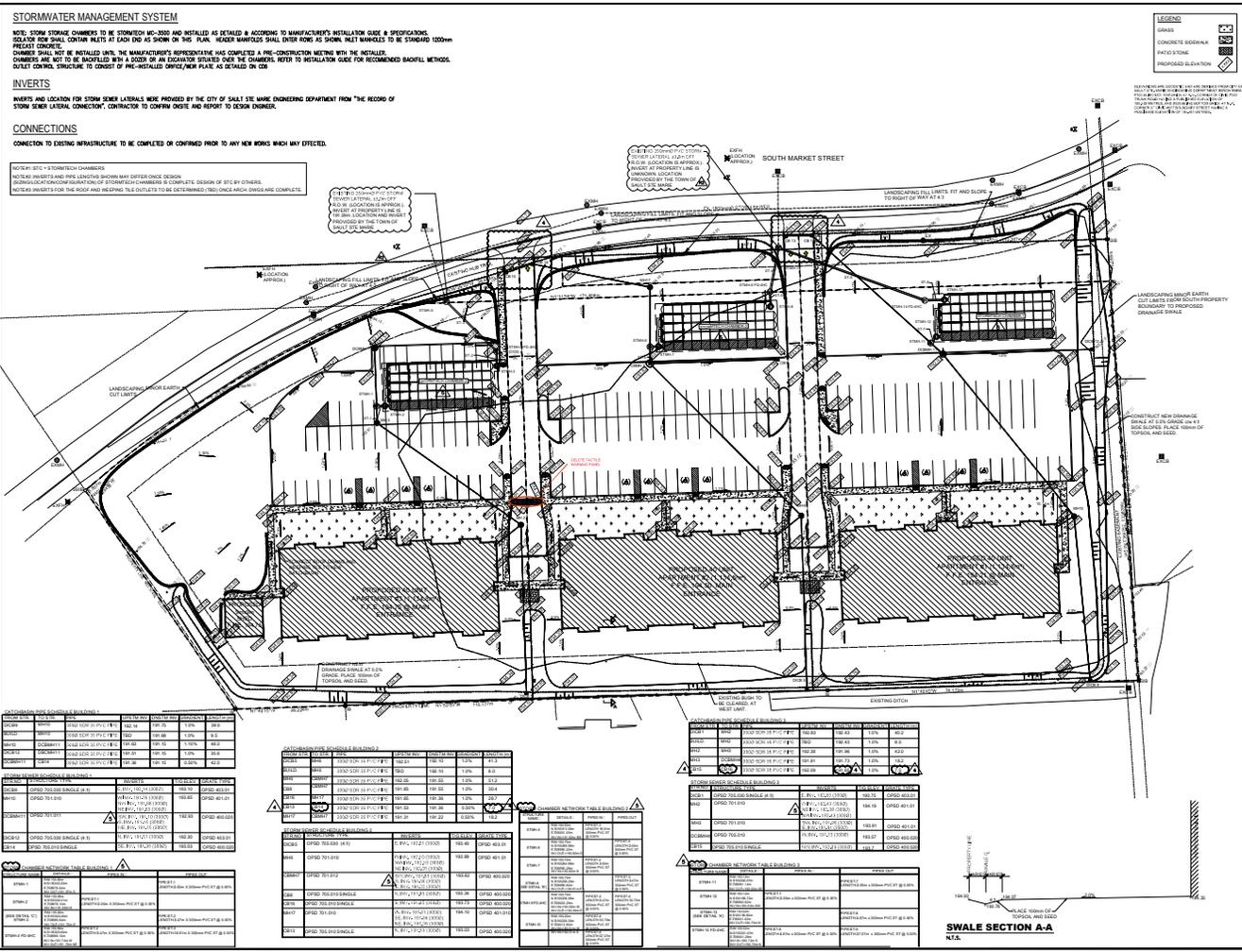


NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	2019/07/24	S.S.
2	ISSUED FOR CONSTRUCTION	2019/07/24	S.S.

BARRY H. MARTIN
 Consulting Engineer & Architect
 1489 West Coast Road, Toronto, ON M6K 1Y3
 Tel: 753-265121
 Email: Barry.Martin@barrymartin.com

Client: PRAZTEK CONSTRUCTION
 Project Name: SAULL STE MARIE APARTMENTS
 Drawing Title: WATER AND SANITARY SERVICES

Date Issued: 2019/07/24	Scale: 1:400	Job Number: 19-008
Drawn: S. SALEY	Checked: S. SALEY	Project: C02
Approved: [Signature]	Project: C02	



STORMWATER MANAGEMENT SYSTEM

NOTE: STORM STORAGE CHAMBERS TO BE STANWICH MC-3000 AND INSTALLED AS DETAILED & ACCORDING TO MANUFACTURER'S INSTALLATION GUIDE & SPECIFICATIONS. ISOLATE NEW SMALL DRAINAGE PIPES AT EACH END AS SHOWN ON THIS PLAN. REAR WALLS SHALL UNDERLIE AS SHOWN. NOT MANNEQUIN TO BE STORMWATER STORAGE CHAMBERS. CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLER. CHAMBERS ARE NOT TO BE INSTALLED WITH A DOOR OR AN EXHAUSTOR STATED OVER THE CHAMBER. REFER TO INSTALLATION GUIDE FOR RECOMMENDED BACKFILL METHODS. VERIFY COVERING STRUCTURE TO CONSIST OF PRE-INSTALLED SPECIFIC/PAVEMENT AS DETAILED ON C03.

INVERTS

INVERTS AND LOCATION FOR STORM SEWER LATERALS WERE PROVIDED BY THE CITY OF SAULT STE MARIE ENGINEERING DEPARTMENT FROM "THE RECORD OF STORM SEWER LATERAL CONNECTION". CONTRACTOR TO CONFIRM ON-SITE AND REPORT TO DESIGN ENGINEER.

CONNECTIONS

CONNECTION TO EXISTING INFRASTRUCTURE TO BE COMPLETED OR CONFIRMED PRIOR TO ANY NEW WORKS WHICH MAY EFFECTED.

NOTES: SPEC-1 STORMWATER CHAMBERS. BEFORE INSTALLATION AND AFTER CONSTRUCTION SHALL BE WITHIN DESIGN SPECIFICATIONS. INDICATE LOCATION AND ORIENTATION OF STORMWATER CHAMBERS IS COMPLETE. DESIGN OF SPEC BY OTHERS. BEFORE INSTALLATION FOR THE RECORD AND REPORT TO BE DETERMINED. TWO-DIMENSIONAL CHAMBERS AND COMPLETE.

LEGEND

GRADES	1/8" = 1'-0"
CONTRACTOR'S BACKSIGHT	1/8" = 1'-0"
FIELD SIGHTS	1/8" = 1'-0"
PROPOSED ELEVATION	1/8" = 1'-0"

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF BARRY H. MARTIN CONSULTING ENGINEERS & ARCHITECTS. IT SHALL NOT BE REPRODUCED, COPIED, OR FOR THE USE OF ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF BARRY H. MARTIN CONSULTING ENGINEERS & ARCHITECTS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE ANY DISCREPANCIES TO THE ARCHITECT AND/OR ENGINEER BEFORE PROCEEDING WITH THE WORK. DRAWINGS SHALL NOT BE SCALED.

CONNECTIONS TO EXISTING INFRASTRUCTURE

NO.	DESCRIPTION	DATE	BY	CHECKED
001	CONNECTION TO EXISTING INFRASTRUCTURE	10/15/2019	J.M.	J.M.
002	CONNECTION TO EXISTING INFRASTRUCTURE	10/15/2019	J.M.	J.M.
003	CONNECTION TO EXISTING INFRASTRUCTURE	10/15/2019	J.M.	J.M.

STORMWATER CHAMBERS

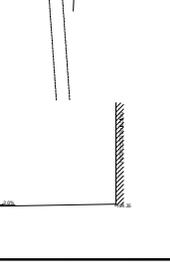
NO.	DESCRIPTION	DATE	BY	CHECKED
004	STORMWATER CHAMBER	10/15/2019	J.M.	J.M.
005	STORMWATER CHAMBER	10/15/2019	J.M.	J.M.
006	STORMWATER CHAMBER	10/15/2019	J.M.	J.M.

STORM SEWER LATERALS

NO.	DESCRIPTION	DATE	BY	CHECKED
007	STORM SEWER LATERAL	10/15/2019	J.M.	J.M.
008	STORM SEWER LATERAL	10/15/2019	J.M.	J.M.
009	STORM SEWER LATERAL	10/15/2019	J.M.	J.M.

STORMWATER CHAMBERS

NO.	DESCRIPTION	DATE	BY	CHECKED
010	STORMWATER CHAMBER	10/15/2019	J.M.	J.M.
011	STORMWATER CHAMBER	10/15/2019	J.M.	J.M.
012	STORMWATER CHAMBER	10/15/2019	J.M.	J.M.



SCALE WHEN PRINTED

AS SHOWN

REVISIONS

NO.	DESCRIPTION	DATE
01	ISSUED FOR PERMIT	10/15/2019
02	ISSUED FOR PERMIT	10/15/2019
03	ISSUED FOR PERMIT	10/15/2019
04	ISSUED FOR PERMIT	10/15/2019
05	ISSUED FOR PERMIT	10/15/2019

BARRY H. MARTIN

P. Eng., MRAIC
 Consulting Engineer & Architect
 808 West Centre Road, Terrace, ON P4R 1C3
 Tel: 705.288.5251
 Email: Barry.Martin@barmartin.com

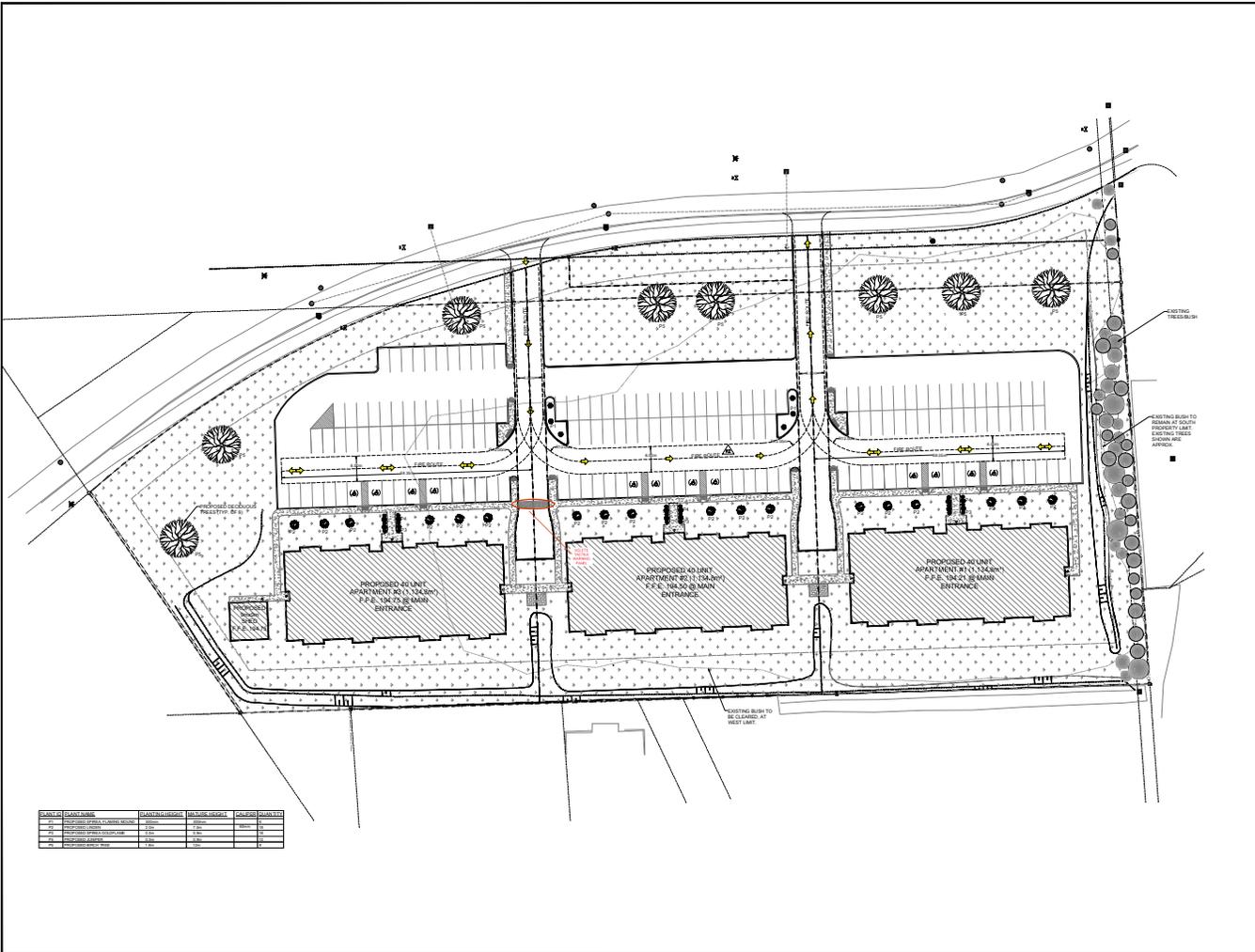
PRATIK CONSTRUCTION

SAULT STE MARIE APARTMENTS

STORM SEWERS & LOT GRADING PLAN

PROJECT INFORMATION

DATE	2019/11/13
SCALE	1/8" = 1'-0"
DESIGNER	B. SALETYKAL
CHECKER	
PROJECT NO.	C03



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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	2018/07/24
2	REVISIONS	2018/07/24
3	REVISIONS	2018/07/24
4	REVISIONS	2018/07/24

BARRY H. MARTIN
P. Eng., M.R.A.C.
Consulting Engineer & Architect
1489 Ruff Court Road, Timmins, ON P4N 1Y3
Tel: 705-265-5251
Email: Barry.Martin@barrymartin.com

Client: PRAZTEK CONSTRUCTION
Project: SAULT STE MARIE APARTMENTS
Drawing Title: LANDSCAPE PLAN & FIRE ROUTE PLAN

Date printed: 23/07/24	Scale: 1:400	Job Number: 18-008
Drawn: S. GALEY	Checked: S. GALEY	Project Number: C04
Approved: [Signature]	Checked: [Signature]	Sheet: 02



December 5, 2025

Planning and Enterprise Services
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6
housingcip@cityofssm.on.ca

RE: Tax Increment Equivalent Grant and Municipal Fees Rebate – 201 South Market

To Whom it May Concern,

On behalf of Sagamok Anishnawbek, I am pleased to present this proposal package to the Corporation of the City of Sault Ste. Marie for consideration under the Tax Increment Equivalent Grant and Municipal Fees Rebate Programs.

Sagamok Anishnawbek is leading the development of three purpose-built rental apartment buildings, located at 201 South Market Street, which will provide 120 housing units for members living off-reserve as well as non-member residents of Sault Ste. Marie who need housing stability. This housing development aligns with the City of Sault Ste. Marie's Community Improvement Plan by offering adequate and affordable housing within Precinct 2 of the Community Improvement Plan, while advancing Indigenous self-determination, reconciliation, and shared economic opportunity.

This First Nation-led development project not only aligns with the City's housing objectives, but it also reflects our Nation's commitment to improving quality of life for members and residents of Sault Ste. Marie. Secure housing is fundamental to health, well-being, and long-term prosperity.

Realizing these benefits requires overcoming persistent barriers that have historically constrained First Nations-led development, including access to capital. First Nations have historically faced challenges in securing financing, which has limited our ability to scale self-directed housing and infrastructure solutions at the pace required. Funding support to offset development costs and increase access to capital, such as the financial incentive

programs under the City of Sault Ste. Marie's Community Improvement Plan, play a critical role in overcoming this barrier.

As part of this proposal package, please find attached:

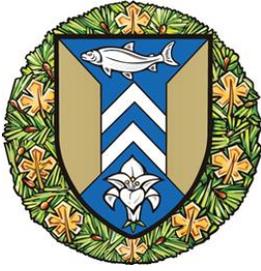
- Tax Equivalent Grant Application Form (also for consideration under the Municipal Fees Rebate Program);
- Corporate Profile Report;
- Project Budget Proforma;
- Pre-Development Property Photos;
- Construction Documents (Schematics and Drawings);
- Site Plan Agreement;
- 2025 Municipal Tax Levy

Sagamok Anishnawbek appreciates the City's review and consideration of this proposal under the Tax Increment Equivalent Grant and Municipal Fees Rebate Programs. We look forward to working collaboratively with the Corporation of the City of Sault Ste. Marie to advance this project and create lasting benefits for our members and for the residents of Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angus Toulouse', with a long horizontal flourish extending to the right.

Chief Angus Toulouse
Sagamok Anishnawbek



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

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Diane Morrell, Accessibility Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Annual Accessibility Status Report - Year End 2025

Purpose

The purpose of this report is to provide an update to Council on the implementation of the final year of the 2022-2025 Multi-Year Accessibility Plan.

Background

In accordance with the Integrated Accessibility Standards Regulation (IASR), O. Reg. 191/11, the Corporation of the City of Sault Ste. Marie must prepare an Annual Accessibility Status Report and must post the status report on their website.

Analysis

The Sault Ste. Marie Accessibility Status Report – Year End 2025 is attached for Council’s information.

Financial Implications

This report has no impact on financial resources. The annual Barrier Removal budget in the amount of \$85,000 is used to remove barriers as identified in consultation with City staff, the Accessibility Advisory Committee and in alignment with the goals in the Multi-Year Accessibility Plan.

Strategic Plan / Policy Impact / Climate Impact

This report demonstrates Community Development (Social Equity), Service Delivery (Customer Service and Eliminate Barriers), and Quality of Life (Welcoming) by improving access to City of Sault Ste. Marie services and facilities for people with disabilities.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated February 2, 2026 concerning the annual Accessibility Status Report 2025 be received as information.

Annual Accessibility Status Report Year End 2025

February 2, 2026

Page 2.

Respectfully submitted,

Diane Morrell

Accessibility Coordinator

705.541.7310

d.morrell@cityssm.on.ca



SAULT STE. MARIE

Accessibility Status Report – Year-End 2025

Documents are available in accessible formats and with communication support, upon request.

Diane Morrell
Accessibility Coordinator
d.morrell@cityssm.on.ca
705-541-7310

1. Background

In compliance with the [Integrated Accessibility Standards Regulation, 2011 \(IASR\)](#) the Corporation of the City of Sault Ste. Marie must prepare an Annual Accessibility Status Report on the progress of measures taken to implement the strategies referenced in the Multi-Year Accessibility Plan. This report outlines the ongoing efforts to remove barriers and improve accessibility within the Corporation. It reflects our continued commitment to the inclusion and full participation of people with disabilities in our community.

The IASR requires that Municipalities with a population over 10,000 shall establish, review and update their accessibility plans in consultation with persons with disabilities and if they have established an Accessibility Advisory Committee, they shall consult with the committee.

This Annual Accessibility Status Report highlights barrier removal activities undertaken in 2025.

2. 2025 Accessibility Plan – Commitment and Outcomes

Project	Commitment	Outcome and Notes
Vulnerable Persons Registry (VPR)	\$20,000	Complete: The VPR program has experienced challenges maintaining an up-to-date registry, however City Staff and other partner agencies will be working proactively with the Sault Ste. Marie Innovation Centre in 2026 to determine the future of the VPR going forward.
Curb Cut Removal	\$10,000	Funding not used: Curb cut removal program will be absorbed by PW through their reporting process.
Accessible Pedestrian Signals (APS)	\$10,000	Funding not used: Challenges identified with maintenance due to a variety of factors including age of existing equipment. PW has implemented a process for regular review of functions of APS and includes consultation with the AAC.
Parks Accessibility Equipment	\$20,000	In Progress: Installation of accessible swings, musical instruments and outdoor seating at Manzo Park Sensory playground project. Other park projects include accessibility features and equipment including Parkland Park, Kiwanis Park and Westwood Park.
Captioning City Council Meetings	\$6000	Funding not used: Advancements in online technology now include captioning.

<p>Video Remote Interpreting (VRI)</p>	<p>\$5000</p>	<p>In Progress: Council approved a pilot program for Video Remote Interpreting on Feb. 3, 2025. VRI was not used due to logistical problems including a labor strike with the service provider. An extension of the one-year pilot was approved by Council on Dec. 15, 2025 to increase VRI service outreach to include Bay Street Active Living Centre and Northern Community Centre - Active Living Centre.</p>
<p>John Rhodes Community Centre & Contingency</p>	<p>\$14,000</p>	<p>Various - Complete:</p> <ol style="list-style-type: none"> 1. Purchase of additional GFL barrier-free parking signs to pilot an increase in barrier-free parking available at this site. 2. Otter chair upholstery upgrade 3. Open House advertising to increase community feedback on Accessibility related items.

The Accessibility Advisory Committee is in the final stages of developing the new Multi-Year Accessibility Plan (MYAP) 2026-2030, with the goal of bringing it to Council for approval in Q1 2026. Therefore, as a general statement, 2025 can be seen as a transitional year. The new plan proposes new priorities and a revised approach to barrier removal that will give staff and the Accessibility Advisory Committee more flexibility in determining how accessibility funds are spent.

3. Other Accessibility Related Activities:

- 3.1. **Ongoing** – Collaboration with Aquatic staff to provide Private Swimming Lessons for Reasons of Disability - Swimming lessons for individuals with disabilities who, due to the nature of their disability, have difficulty participating in group lessons.
- 3.2. **February 2025** – Collaboration with several staff for completion of an Accessibility Audit from Ministry for Senior’s and Accessibility.
- 3.3. **May 30, 2025** – Collaboration with several staff, summer students, and Accessibility Advisory Committee members, for AccessAbility Awareness Day activities featuring various accessibility awareness activities for staff.
- 3.4. **Spring/Summer 2025** – Accessibility Advisory Committee participation in Transit Optimization Study feedback
- 3.5. **Spring/Summer/Fall 2025** - Collaboration with GFL staff for three accessibility improvement projects:

- a) Outdoor signage was installed to clearly communicate the three different ways to access the GFL, including a ramp, stairs, and level access with an elevator.
- b) The addition of ramping for the GFL stage for events and ceremonies
- c) Pilot program for additional barrier-free parking

3.6. July 2025 – Collaboration with staff for a ramping update at the Bellevue Accessible Kayak Launch to decrease slope of ramp

3.7. Summer 2025 - Collaboration with Public Works to increase physical accessibility at Sackville/Second Line and Korah/Second Line by adding asphalt to make it easier to access the push buttons.

3.8. November 2025 - Collaboration with Transit and Planning staff for Accessibility Open House

3.9. December 2025 - Accessibility Compliance Report - Bi-annual submission to Ministry for Senior's and Accessibility. Compliance report has been added to the City website.

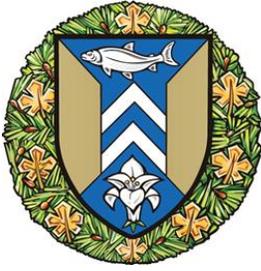
4. Looking Ahead: 2026 and Beyond

4.1. A draft Multi-Year Accessibility Plan (MYAP) is currently being reviewed by City Departments and will be presented to Council in Q1 2026.

4.2. Accessible document training for the creation and remediation of accessible documents, along with other training opportunities for staff will be a large focus of the MYAP in 2026.

4.3. Accessibility Policies are currently being updated and will establish the foundation for equitable access to the City's goods, services, programs, and facilities. This will guide how City employees deliver accessible and equitable service for all residents, visitors, and employees.

Diane Morrell
Accessibility Coordinator
d.morrell@cityssm.on.ca
705-541-7310



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

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

February 2, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Graham Atkinson, Manager Business Development
DEPARTMENT: Community Development and Enterprise Services
RE: Community Builders Construction – EGCIP Application

PURPOSE

The purpose of this report is to seek City Council approval for Grant Program 2 – One-Time Grant under the Economic Growth Community Improvement Plan to support the Community Builders Construction expansion project in Sault Ste. Marie.

BACKGROUND

Program Overview

The Economic Growth Community Improvement Plan (CIP) is intended to diversify the local economy and stimulate job growth by attracting major new investment and supporting expansion of existing operations in targeted sectors.

As part of the Community Development Fund, the Economic Growth CIP program is designed to encourage new investment and employment. Program approval and the value of any financial incentive are determined on a discretionary basis according to established criteria.

The key program criteria are as follows:

- Criteria 1: Targeted Industry Sector
- Criteria 2: Building and/or Land Related
- Criteria 3: Economic Impacts

Proposed Project

Applicant Background

- Community Builders Construction is a social enterprise delivering construction services while operating a paid skilled trades training program for individuals with barriers to employment. The organization has established a strong record of social and economic impact across Northern

and Central Ontario, including more than 300 program graduates, over 450 community housing units renovated, and 89% of trainees securing full-time employment after graduation.

- Community Builders operates as both a construction company and a workforce development organization, offering new builds, renovations, apartment turnovers, and property maintenance services. Their training program provides hands-on, job-site experience, essential certifications, tools, and wrap-around supports for trainees.

Expansion to Sault Ste. Marie

- The expansion into Sault Ste. Marie is the result of collaborative work with the City of Sault Ste. Marie, the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB), and the Sault Community Career Centre. Community Builders has secured multi-year funding to establish operations in the community and will offer paid training, in-class instruction, shop-based learning, and jobsite experience in partnership with local employers.
- The expansion includes construction project activity, trainees working alongside skilled trades staff, and the delivery of employment readiness supports. The applicant states that the model is designed to strengthen the local construction workforce, increase housing project capacity, and improve employment outcomes for individuals who face systemic barriers.

Project Overview

- The proponents describe the project as a multi-faceted social enterprise expansion intended to increase construction capacity and workforce participation within the community. The initiative is positioned as a strategic response to two of the community's most pressing challenges: a shortage of skilled workers in construction and increasing demand for affordable and sustainable housing options.
- Community Builders will establish a local operational hub, implement its training model, and undertake renovation and construction activity linked to affordable housing preservation and development. The applicant anticipates engaging 48 trainees per year and creating 10–20 full-time equivalent jobs through the expansion.
- Community Builders Construction has provided the following overview of their operations:

“Social enterprise construction companies are not direct competitors to private contractors; while we do operate in the same space, we function as value-added partners that strengthen the overall construction ecosystem.”

By taking on small to mid-scale projects, pilot work, or socially prioritized builds, they complement private firms while expanding workforce capacity and preparing job-ready employees for the broader industry. Through social procurement, public and private dollars are stretched further, delivering the same construction outcomes while also generating social value such as workforce training, reduced reliance on assistance, and stronger local economies, increasing return on investment by aligning economic growth with community impact.

While seed funding for start-up expenses such as vehicles or capital infrastructure may appear to provide an unfair advantage, the reality is that revenue generated through Community Builders' construction contracts must sustain significant program costs that private contractors do not carry. In addition to delivering construction work, we fund case management, program coordination, hiring and employment facilitation, certified instructors, gear, and the additional materials required for hands-on training and workshops. These supports are essential to achieving workforce outcomes but are not recoverable through construction pricing alone. Seed funding therefore levels the playing field rather than distorting it, enabling us to meet social objectives while operating within the same market conditions as private firms.

To be sure, in addition to a warm and supportive welcome from the DSSAB, The Sault Ste. Marie Construction Association and several other private contractors have offered letters in support of our work. We are eager to work with and for them to help them acquire and maintain a roster of strong and qualified employees.”

Letters of support from the Sault Ste. Marie Construction Association, The District of Sault Ste. Marie Social Services Administration Board (DSSAB), Sault Community Career Centre, Advanced Plumbing, Den Construction, and Harvest Algoma are included as attachments to this report.

Key Activities and Costs

The project's key activities will include:

- Workforce development and paid skilled trades training
- Renovation and construction of housing and community assets
- Procurement of tools, equipment, and safety gear
- Delivery of in-class and jobsite instruction
- Operational setup and scaling of construction services

Breakdown of Project Costs

Activity	Estimated Cost
Upgrades to Existing Facilities	\$200,000
Project-Related Equipment	\$300,000
Operational Costs	\$2,000,000
Total Project Value	\$2,500,000

Requested Funding:

The applicant has requested \$300,000 over two years through Grant Program 2 – One-Time Grant.

Job Creation

- The project is expected to generate between 10 and 20 full-time equivalent positions, along with paid experiential training for approximately 48 participants annually. Job opportunities include construction labour, carpentry, program delivery staff, and support roles. The applicant has indicated that most trainees transition to long-term employment with local employers after graduation.
- The proposed social enterprise is intended to be complementary to the existing building and construction sector, including local contractors and industry associations. The model focuses on training, skill development, and workforce readiness rather than competing for private-sector contracts.
- The applicant has emphasized that the social enterprise is not intended to compete with local construction businesses. Instead, it is designed to help address current and anticipated labour shortages by preparing job-ready workers who can be absorbed into the local construction workforce, thereby strengthening overall sector capacity.
- The applicant further notes that the project will generate approximately \$1,000,000 in local economic impact during the first two years through wages, construction activity, procurement, and local spending by newly employed graduates. The broader social return on investment is estimated at \$3 to \$5 for every dollar invested.
- Further details on job placement outcomes, timing, and formalized employer and industry partnerships will be confirmed as program implementation advances.

ANALYSIS

Economic Development Fund Key Criteria

The proposed project aligns well with the Economic Growth CIP.

Criterion	Assessment
Significant Investment	Yes — \$2,500,000 total project value
Located in the City	Yes
Good Financial Standing	Yes — supported by secured external funding
Target Industry	Yes — social enterprise, skilled trades, housing
Building Related	Yes — upgrades and facility improvements
Economic Benefits	Yes — job creation, workforce expansion, housing stabilization

FINANCIAL IMPLICATIONS

This application is being submitted under Grant Program 2 – One-Time Grant. If approved, the funding will be allocated over a two-year period from the Community Development Fund – Economic Development stream. The reserve has sufficient funds to accommodate this request.

The investment is expected to generate long-term economic benefits through:

- Job creation;
- Employment placement outcomes;
- Increased local construction capacity;
- Renovation and preservation of housing assets; and
- Increased local spending and workforce participation.

There is no tax rebate component in this request, and no long-term reduction in municipal tax revenue.

As this request is for a direct grant, the financial impact will be an allocation from the Economic Development Fund over two years. The investment is intended to stimulate workforce development, support housing initiatives, and advance community economic benefits

STRATEGIC PLAN / POLICY IMPACT

The project demonstrates alignment with several areas of the City’s Strategic Plan:

- Quality of Life – Strengthening housing stability and access
- Community Development – Catalyzing partnerships with key institutions and improving local construction capacity
- Community Development – Generating social and economic activity
- Economic Investment – Leveraging external dollars to maximize community impact

The project supports priority objectives related to workforce development, housing capacity, and economic participation.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Development dated February 2, 2026, concerning the proposal by Community Builders Construction be received, and that Council approve a one-time grant of \$300,000 (\$150,000 in 2026 and \$150,000 in 2027) over a two-year term through the Economic Growth Community Improvement Plan to support the expansion project proposed by Community Builders Construction;

Further is conditional upon the following:

1. Confirmation that external funding sources outlined in the application are secured;
2. Demonstration that job creation and trainee engagement targets are substantially met; and
3. Evidence of ongoing collaboration with local employers and community stakeholders.

Respectfully submitted,

Graham Atkinson
Manager, Business Development
705.989.7075
g.atkinson@cityssm.on.ca

January 7th 2026

Re: Support for Community Builders & EDF Funding

To Mayor and Council:

As the leading Not-for-Profit Construction-based Social Enterprise in Simcoe County and Greater Sudbury, with new locations in Mouskoka and Sault Ste. Marie, Community Builders, provides critical employment training, grows our trades workforce, and does remarkable work in creating affordable housing and fostering healthy vibrant communities. We are pleased to write a letter of support recognizing that construction training and wrap-around supports for people who face barriers to employment is a crucial step along the path towards a meaningful career in the trades. Community Builders work helps tackle two of Canada's biggest issues: the **Affordable Housing Crisis** and the **Skilled Labour Shortage**, while also bringing people currently underrepresented in the construction industry into this workforce.

Advanced Plumbing is proud to support Community Builders in their expansion to deliver their programming in our community.

We are happy to support Community Builders' application to the Economic Development Fund as their work is fully aligned with the goals of the program. This funding will allow Community Builders to continue to deliver on the impacts their work is having:

- Approaching 200 positions available annually for paid Trades & Diversity Programming across their locations
- Building or maintaining 100s of affordable housing units annually
- More than 1000 people apply for the program - a great demand exists!
- ~90% of CB graduates move into meaningful employment in the trades sector after graduation
- High yield social return on investment, saving millions of dollars annually in justice, health, and social services costs for various levels of government

We would strongly recommend Community Builders' application funding and look forward to working with them in our community.

Sincerely,
Dean Vye



Owner
Advanced Plumbing

January 20, 2026

Re: Support for Community Builders & EDF Funding

To Mayor and Council:

As the leading Not-for-Profit Construction-based Social Enterprise in Simcoe County and Greater Sudbury, with new locations in Muskoka and Sault Ste. Marie, Community Builders, provides critical employment training, grows our trades workforce, and does remarkable work in creating affordable housing and fostering healthy vibrant communities. We are pleased to write a letter of support recognizing that construction training and wrap-around supports for people who face barriers to employment is a crucial step along the path towards a meaningful career in the trades. Community Builders work helps tackle two of Canada's biggest issues: the **Affordable Housing Crisis** and the **Skilled Labour Shortage**, while also bringing people currently underrepresented in the construction industry into this workforce.

The Sault Community Career Center is proud to support Community Builders in their expansion to deliver their programming in our community.

We are happy to support Community Builders' application to the Economic Development Fund as their work is fully aligned with the goals of the program. This funding will allow Community Builders to continue to deliver on the impacts their work is having:

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We would strongly recommend Community Builders' application funding and look forward to working with them in our community.

Sincerely,



Adam Pinder - Executive Director



January 7th 2026

Re: Support for Community Builders & EDF Funding

To Mayor and Council:

As the leading Not-for-Profit Construction-based Social Enterprise in Simcoe County and Greater Sudbury, with new locations in Mouskoka and Sault Ste. Marie, Community Builders, provides critical employment training, grows our trades workforce, and does remarkable work in creating affordable housing and fostering healthy vibrant communities. We are pleased to write a letter of support recognizing that construction training and wrap-around supports for people who face barriers to employment is a crucial step along the path towards a meaningful career in the trades. Community Builders work helps tackle two of Canada's biggest issues: the **Affordable Housing Crisis** and the **Skilled Labour Shortage**, while also bringing people currently underrepresented in the construction industry into this workforce.

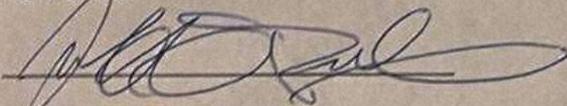
Den Construction is proud to support Community Builders in their expansion to deliver their programming in our community.

We are happy to support Community Builders' application to the Economic Development Fund as their work is fully aligned with the goals of the program. This funding will allow Community Builders to continue to deliver on the impacts their work is having:

- Approaching 200 positions available annually for paid Trades & Diversity Programming across their locations
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- High yield social return on investment, saving millions of dollars annually in justice, health, and social services costs for various levels of government

We would strongly recommend Community Builders' application funding and look forward to working with them in our community.

Sincerely,
Jeff Dube



Owner
Den Construction



January 9th 2026

Re: Support for Community Builders & EDF Funding

To Mayor and Council:

As a Not-for-Profit Construction-based Social Enterprise in Simcoe County and Greater Sudbury, with new locations in Muskoka and Sault Ste. Marie, Community Builders provides an opportunity to create critical employment training and support our local trades workforce. We are pleased to write a letter of support recognizing that construction training and wrap-around supports for people who face barriers to employment is a crucial step along the path towards a meaningful career in the trades. Community Builders work helps tackle two of Canada's biggest issues: the Affordable Housing Crisis and the Skilled Labour Shortage, while also bringing people currently underrepresented in the construction industry into this workforce.

The DSSAB is proud to support Community Builders in their expansion to deliver their programming in our community. We are happy to support Community Builders' application to the Economic Development Fund as their work is fully aligned with the goals of the program.

This funding will allow Community Builders to continue to deliver on the impacts their work is having in Ontario:

- Approaching 200 positions available annually for paid Trades & Diversity Programming across their locations
- Building or maintaining hundreds of affordable housing units annually
- More than 1000 people apply for the program - a great demand exists!
- ~90% of CB graduates move into meaningful employment in the trades sector after graduation

We would strongly recommend Community Builders' application funding and look forward to working with them in our community.

Sincerely,

Mike Nadeau,
CEO, DSSMSSAB



Harvest Algoma

446 Second Line E,
Sault Ste. Marie, ON, P6B 4K1
(705) 253-0273
info@harvestalgoma.ca

January 19th 2026

Re: Support for Community Builders & EDF Funding

To Mayor and Council:

As the leading Not-for-Profit Construction-based Social Enterprise in Simcoe County and Greater Sudbury, with new locations in Mouskoka and Sault Ste. Marie, Community Builders, provides critical employment training, grows our trades workforce, and does remarkable work in creating affordable housing and fostering healthy vibrant communities. We are pleased to write a letter of support recognizing that construction training and wrap-around supports for people who face barriers to employment is a crucial step along the path towards a meaningful career in the trades. Community Builders work helps tackle two of Canada's biggest issues: the Affordable Housing Crisis and the Skilled Labour Shortage, while also bringing people currently underrepresented in the construction industry into this workforce.

Harvest Algoma is proud to support Community Builders in their expansion to deliver their programming in our community. We are happy to support Community Builders' application to the Economic Development Fund as their work is fully aligned with the goals of the program. This funding will allow Community Builders to continue to deliver on the impacts their work is having:

- Approaching 200 positions available annually for paid Trades & Diversity Programming across their locations
- Building or maintaining 100s of affordable housing units annually
- More than 1000 people apply for the program - a great demand exists!
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- High yield social return on investment, saving millions of dollars annually in justice, health, and social services costs for various levels of government

We would strongly recommend Community Builders' application funding and look forward to working with them in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Thompson', is written over a light-colored background.

David Thompson

January 7, 2026

Re: Support for Community Builders & EDF Funding

To Mayor and Council,

As the leading not-for-profit, construction-based social enterprise in Simcoe County and Greater Sudbury—with new locations in Muskoka and Sault Ste. Marie—Community Builders plays a vital role in employment training, workforce development, and the creation of affordable housing. Their work contributes significantly to building healthy, vibrant communities. We are pleased to offer our strong support and to recognize that construction training combined with wrap-around supports for individuals facing barriers to employment is a critical pathway to meaningful, long-term careers in the skilled trades.

Community Builders is helping address two of Canada’s most pressing challenges: the affordable housing crisis and the skilled labour shortage. At the same time, they are opening doors for individuals who are currently underrepresented in the construction industry, creating inclusive opportunities and strengthening the workforce.

The Sault Ste. Marie Construction Association is proud to support Community Builders as they expand their programming into our community.

We are also pleased to support Community Builders’ application to the Economic Development Fund, as their work aligns strongly with the objectives of the program. This funding will enable Community Builders to continue delivering measurable and meaningful impact, including:

- Nearly 200 paid positions available annually through Trades & Diversity programming across their locations
- The construction or maintenance of hundreds of affordable housing units each year
- Over 1,000 applicants annually, demonstrating strong community demand
- Approximately 90% of graduates securing meaningful employment in the trades after program completion
- A high social return on investment, generating millions of dollars in annual savings across justice, health, and social service systems

We strongly recommend Community Builders for funding and look forward to partnering with them as they continue their important work in our community.

Sincerely,



Karen Mueller

Manager of Training and Development
Sault Ste. Marie Construction Association



COMMUNITY BUILDERS

Building with Purpose





ABOUT US

Established in 2016, Community Builders is the leading Not-for-Profit Construction based Social Enterprise in **Simcoe County** and **Greater Sudbury**, and launched in the fall of 2025 are **Muskoka** and **Sault Ste. Marie** locations.



We are dedicated to meet the growing needs of our community's most vulnerable and at risk populations.



Social Enterprise in Construction?

A social enterprise construction company delivers real construction projects while intentionally training and employing people facing barriers to work.

How it works

- Operates in the same market as private contractors
- Takes on small to mid-scale, pilot, or socially prioritized projects
- Combines paid construction work with hands-on skills training and job placement

Why it matters

- Expands the local construction workforce
- Re-trains workers impacted by layoffs
- Helps address labour shortages and affordable housing needs
- Strengthens the local economy through community investment



Are We Fair & Competitive?

Complementing NOT Competing

- Social enterprises do not displace private contractors
- They prepare job-ready workers who move into the broader construction industry
- Private employers benefit from a stronger, more reliable labour pool

Stretching the value of training dollars

- The same construction dollars deliver both infrastructure and workforce outcomes
- Paid-construction revenue supports training, supervision, and certification
- Seed funding helps cover program costs private contractors do not carry, including:
 - a. Case management and job readiness
 - b. Certified instructors and safety training
 - c. Employment supports and stabilization services



WE ARE A THRIVING CONSTRUCTION COMPANY

Last year:

324 PAID CONSTRUCTION PROJECTS WERE COMPLETED

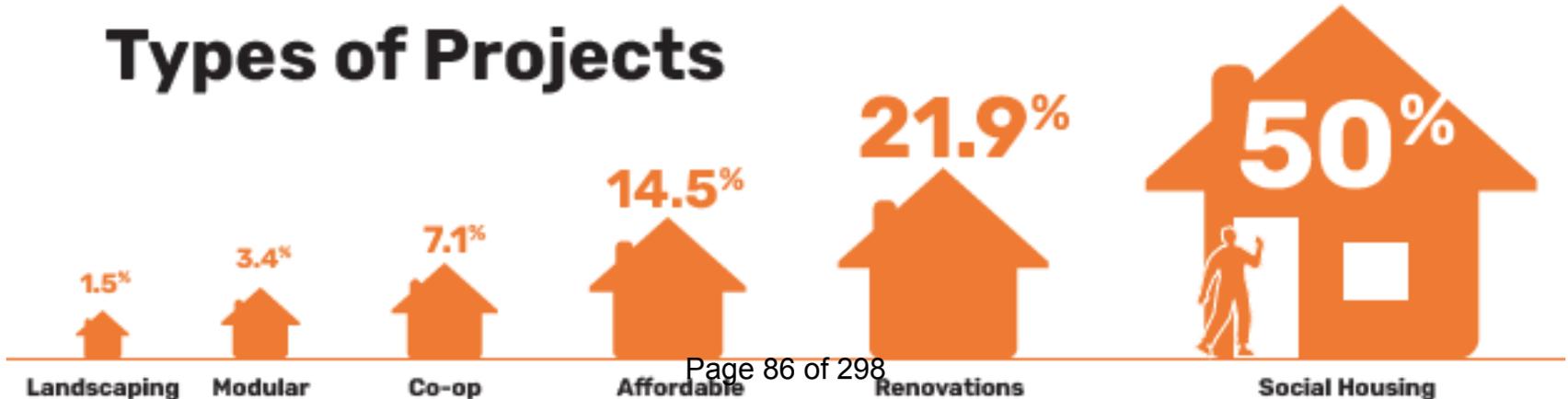
Including reno's + new builds

232 affordable housing units worked on

14 new units in last 12 months

All of the above are job sites that generate revenue to fund and support our Trainees' valuable hands-on jobsite experience, working alongside our professional crews.

Types of Projects





THE TRADE SKILLS PROGRAM OVERVIEW

- **12 weeks paid training** - 4 cohorts per year in 4 locations, graduating **100+ trainees annually**
- **Pre-screened** - 1100+ applicants for 100 positions
- **Real jobsite experience** - from frame to finish
- case management - providing **\$100,000 in wraparound supports**
- **Job readiness skills** - show up on-time, not on their phones and ready to work with can-do attitude
- **Employment coaching** - interview skills, resume building and understanding apprenticeship pathways
- **Alumni Program** - Grads receive access to our most reputable employment partners and job matching. Invitation to events & networking opportunities.

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Employment Rate within
6 months after graduation **89%**



OUR GRADS are Employment-ready



\$20,000

INVESTED IN EACH TRAINEE

by paying their wages while they attend, hiring expert trainers, and delivering the Program.



TRAINED

12 weeks of classroom & jobsite training in a wide range of construction skills.



EQUIPPED

PPE, tools and an understanding of jobsite expectations to show up on time, motivated to work.



CERTIFIED

WHIMIS safety, MOL 4-step and Working at Heights.





MEET JAMES

CB Certified Alumni

James graduated the Trades and Diversity Program in Fall 2024. He was hired almost immediately by one of our employment partners.

“He is one of our best! Incredibly hardworking and dependable. If you have more grads like him, send them our way!”

BROCK S.

“The Trades and Diversity was a great experience and my trainers were patient and knowledgeable.”

JAMES L.



2025 STATS



39% of our organization is female

10x industry average of **3-4%**

31% Female Trainees

54%

of our Trainees were youth



385

Trainees have gone through our program

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MEANINGFUL EMPLOYMENT

results in a social value and annual savings.

32.9%

Trainees on some form of social assistance before our program

Getting people off Social Assistance saves

\$322,664 /year!

THE MATH

\$732*/mos x 12 months
= \$8,784 per person per year

28 people x \$8,784
= \$322,664

30.6%

Trainees having a criminal record or involvement with the justice system

Keeping people out of Prison saves

\$942,240

THE MATH

26 people x Federal rate**
= \$942,240 low end or \$1,256,320 high end

This year, we created

\$480,000

in paid training opportunities

drivers license



mental health support



food programs



tool kits



PPE



safety certifications



addictions support



\$100,000

in wrap-around supports delivered

Community Builders

is a proud member of





OUR ASK OF COUNCIL:

- **START-UP FUNDING:** \$300,000 over 2 years

[Grant Program 2 - One-time Grants, Economic Growth
Community Improvement Plan



COMMUNITY BUILDERS

THANK YOU



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-8

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of Two Hundred and Five Thousand (\$205,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2026 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Two Hundred and Five Thousand (\$205,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK - RACHEL TYCZINSKI

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

**The Ontario Bushplane Heritage and Forest Fire Educational Centre
o/a Canadian Bushplane Heritage Centre**

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2026 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Subject to the Terms of this Agreement, provide the Recipient the sum of \$205,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:

- a) Resides at a Canadian financial institution; and
- b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and

- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors – paid admissions
 - b. Number of events or programs
 - c. Number of visitors – events or programs
 - d. Number of virtual visits (if any)
 - e. Visitors from outside of Sault Ste. Marie and location
 - f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Executive Director
Canadian Bushplane Heritage Centre
55 Church Street
Sault Ste. Marie, ON

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**THE ONTARIO BUSHPLANE HERITAGE
AND FOREST FIRE EDUCATIONAL CENTRE
o/a Canadian Bushplane Heritage Center**

RICHARD WALKER
(I have the authority to bind the corporation.)

SCHEDULE "B"
REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Application for 2027 funding and Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.
- 4) Schedule of meetings:
 - a. Late December/Early January – review agreement and KPI's
 - b. June/July – mid-term review of KPI's and application process.
 - c. Fall – review of request submitted for financial assistance.
 - d. Notification of Annual General Meeting

**SCHEDULE “C”
INTERIM REPORT**

Agency: Canadian Bushplane Heritage Centre

Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	YTD 2026	YTD July 31, 2026	2025 (All)	YTD July 31, 2025	2024	2023
Number of Visitors (Paid Admissions)			29,140	12,594	29,551	30,219
Number of Visitors from outside of Sault Ste. Marie (>40km)				5,112	13,914	14,963
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)			57	42	73	42
Number of Students via Education Programs			2,552	1,623	2,571	n/a
Number of Events/Programs			155	189 + Entomica Outreach – 63	211	146
Number of Visitors- Events/Programs			4,341	16,941	24,978	24,978
Number of Virtual Visits (if any)	n/a		n/a	n/a	n/a	n/a
Total Number of Memberships (all tiers)			338	455	425	n/a
Number of Facility Rentals (#)			80	58	90	

Revenue:	YTD 2026	YTD July 31, 2026	2025 (All)	YTD (July 31 2025)	2024	2023
City Grant			205,000 - *10,000 to Entomica	205,000	175,000	175,000
Other Grants			73,457	5,728	207,448	197,979
Monetary Donations Received			445,352	51,076	10,922	10,982
Admissions (\$)			208,339	120,466	307,995	181,530
Memberships (\$)			35,773	21,905	*	*
Facility Rentals			170,620	127,102	*	*
Fundraising Events/Programs/Initiatives			103,189	70,426	*	*
Gift Shop Sales			155,527	77,079	*	*
Other (specify)			272,818	72,494	470,166	525,747
Total Revenue			1,670,078	751,276	1,412,911	1,254,661
Annual Financial Surplus/ Deficit					21, 302	42,741

3. Other Performance Measures:

a) Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b) Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2027 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-9

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Ninety Thousand (\$290,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2026 between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Ninety Thousand (\$290,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2026 (the "Term") unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$290,000, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
- ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors – paid admissions
 - b. Number of events or programs
 - c. Number of visitors – events or programs
 - d. Number of virtual visits (if any)
 - e. Visitors from outside of Sault Ste. Marie and location
 - f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**Sault Ste. Marie and 49th Field Regiment
R.C.A. Historical Society**

NAME

NAME
(I have the authority to bind the corporation.)

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.
- 4) Schedule of meetings:
 - a. Late December/Early January – review agreement and KPI's
 - b. June/July – mid-term review of KPI's and application process.
 - c. Fall – review of request submitted for financial assistance.
 - d. Notification of Annual General Meeting

**SCHEDULE “C”
INTERIM REPORT**

Agency: Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	YTD 2026	2025 (All)	YTD July 31 2025	2024	2023	2022
Number of Visitors (Paid Admissions)		10,960	5,788	10,123	16,263	3,556
Visitors from Outside of Sault Ste. Marie (>40km)		860	430	1,008	n/a	396
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)		18	10	30	30	20
Number of Students via Education Programs		360	195	710	n/a	n/a
Number of Museum-led Events		76	29	77	170	50
Number of Community-led Programs at the Museum		104	75	108	n/a	n/a
Number of Visitors-Events/Programs		16,000	3,861	8,758	10,112	2,921
Number of Virtual Visits (if any)		n/a	n/a	***	***	400
Total Number of Memberships (all tiers)		41	118	n/a	n/a	n/a
Number of Volunteers (active at least one time within the calendar year)		18	15	12		
Number of Facility Rentals (#)		160	42	80	n/a	n/a

Revenue:						
	YTD July 31 2026	2025 (All)	YTD July 31, 2025	2024	2023	2022
City Grant			\$217,500	260,000	260,000	260,000
Other Grants			\$36,523	140,127	44,457	155,420
Monetary Donations Received (\$)			\$32,952.60	51,119	11,648	19,692
Admissions (\$)			\$5,682	9,414	11,077	8,296
Memberships (\$)			\$3,875.00	3958	n/a	n/a
Facility Rentals (\$)			\$6,041.00	20,151	n/a	n/a
Fundraising Events/Programs Initiatives (\$)			\$34,312.81	22,669	n/a	n/a
Gift Shop Sales			\$2,600	7,597.31	n/a	n/a
Other (specify)			\$4,593	19,343	41,485	27,042
Total Revenue			n/a	519,113	n/a	n/a
Annual financial surplus/ deficit			\$4,235	4,235	(103,371)	(20,467)
Notes (please add any clarifying notes here, if required):						
Other: This organization operates on a January-December fiscal year. Financial information will be available upon the auditors report.						

3. Other Performance Measures:

- a) Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b) Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2027 Funding Request: \$ _____ (Reason for increase if applicable).

Signature:

Name of Signatory:

Title:

Date:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-10

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Three Hundred Twenty Eight Thousand Five Hundred and Fifty (\$328,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2026 between the City and The Art Gallery of Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Three Hundred Twenty Eight Thousand Five Hundred and Fifty (\$328,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

The Art Gallery of Algoma

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2026 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$328,550, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the

Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors – paid admissions
 - b. Number of events or programs
 - c. Number of visitors – events or programs
 - d. Number of virtual visits (if any)
 - e. Visitors from outside of Sault Ste. Marie and location
 - f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

The Art Gallery of Algoma

NAME
(I have the authority to bind the corporation.)

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.
- 4) Schedule of meetings:
 - a) Late December/Early January – review agreement and KPI’s
 - b) June/July – mid-term review of KPI’s and application processes
 - c) Fall – review of request submitted for financial assistance
 - d) Notification of Annual General Meeting

**SCHEDULE “C”
INTERIM REPORT**
Agency: The Art Gallery of Algoma
Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	2026 YTD	YTD July 31, 2026	2025 (All)	YTD July 31, 2025	2024	2023
Number of Visitors (Paid Admissions to Gallery Space)			4,463	1,520	7,820	8,700
Visitors from Outside of Sault Ste. Marie (>40km)			1,420	860	1,530	2300
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)			96	38	160	173
Number of Students via Education Programs			1,220	520	1,500	n/a
Number of Programs or Events (i.e. art classes, etc.)			183	138	197	258
Number of Visitors - Events & Programs (exhibition opening, workshops, etc.)			13,450	8,269	13,920	12,500
Number of Virtual Visits (if any)			559,949	263,739	118,093	125,887
Total Number of Memberships (all tiers)			435	444 records Approx.. 800	468	n/a
Number of Facility Rentals (#)			5	5	8	n/a

Revenue:						
Metrics:	YTD 2026	YTD July 31, 2026	2025 (All)	YTD July 31, 2025	2024	2023
City Grant			328,550	219,033	298,550	199,083
Other Grants			144,658	97,281	139,227	361,786
Monetary Donations Received			8,000	4,068	17,177	9,715
Admissions (\$)			8,720	5,267	9,670	12,364
Membership (\$)			7,208	6,098	8,070	n/a
Facility Rentals (\$)			2,060	1,460	4,111	n/a
Fundraising Events/Programs/Initiatives			120	120	204	n/a
Gift Shop Sales			Not available at this time	24,345	45,521	n/a
Other (specify)						54,135(shop
Total Revenue			Not available at this time	389,378	558,722	n/a
Annual Financial Surplus/Deficit			n/a	n/a	(18,512)	(3,395)
Notes: (please add any clarifying notes here, if required)		*The AGA experienced a flood in early 2026, some information is not yet available but is forthcoming.				

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2027 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-11

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for the City to provide a grant to the Recipient equal to the total municipal and education property tax.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1st, 2026, between the City and Soo Arena Association, a copy of which is attached as Schedule "A" hereto. This Agreement is for the City to provide a grant to the Recipient equal to the total municipal and education property tax.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Soo Arena Association (o/a Soo Pee Wee Arena)

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2026 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Ice utilization percentage for both primetime and non-primetime
 - b. Major capital projects completed
 - c. Funding received

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result

in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

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

EXECUTED IN THE PRESENCE
OF

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**Soo Arena Association (o/a Soo Pee Wee
Arena)**

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant will be based upon actual non-commercial property taxes for current taxation year	\$22,462
Total:	\$22,462

3. ESTIMATED FUNDS \$22,462

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2026 or subsequent if property taxes not paid in full by September installment date.

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2026

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

SCHEDULE “C”

INTERIM REPORT

Agency: Soo Arena Association (o/a Soo Pee Wee Arena)

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	YTD 2026	YTD July 31, 2026	2025 (All)	YTD July 31, 2025	2024	2023
Ice utilization % - primetime			100	85	90	85
Ice utilization % - non-primetime			76	79	60	76
Major capital projects completed			New Zamboni, Beams to be cleaned and painted	New Zamboni, Beams to be cleaned and painted	Engine room safety updates	
Funding received			Yes	Yes	Yes	Yes
Annual financial surplus/ deficit						
Days utilized per calendar year			240	242	239	240

Revenue			
Metrics:	YE May 31, 2026	YE May 31, 2025	YE May 31, 2024
City Grant		\$21,344	\$29,599
Facility Rentals (\$)		\$521,614	\$485,820
Fundraising Events/Donations		\$40,007	\$1,970
Total Revenue		\$806,191	\$744,686
Excess Of Revenue Over Expenditures		\$ 86,643	\$ 77,310
Note: Any surplus are invested to support capital projects.			

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide an explanation why and how it affected the Project.

4. 2027 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-12

ENGINEERING: A by-law to authorize the execution of the Agreement between the City and S. & T. Electrical Contractors Limited for existing Sprinklers and Domestic Water Line Upgrades, Phase 2 at the Civic Centre 99 Foster Drive, as required by Building Services Division – Public Works & Engineering.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 2, 2026 between the City and S. & T. Electrical Contractors Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for existing Sprinklers and Domestic Water Line Upgrades, Phase 2 at the Civic Centre 99 Foster Drive, as required by Building Services Division – Public Works & Engineering.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law and may be viewed electronically due to the high volume of pages.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CCDC 2

Stipulated Price Contract

2 0 2 0

Civic Centre Sprinklers & Domestic Water Line Upgrades

Apply a CCDC 2 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 2 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

CCDC Copyright 2020

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on 2nd day of February in the year 2026 .
by and between the parties

The Corporation of the City of Sault Ste. Marie

hereinafter called the "Owner"

and

S&T Electrical Contractors Ltd.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the *Work* required by the *Contract Documents* for *(insert below the description or title of the Work)*

Civic Centre Sprinklers & Domestic Water Line Upgrade:
PART "A" - BASE BID Sprinklers & Domestic Water Line Upgrades
PART "B" - CONTINGENCY ALLOWANCE
SPO#5 - Level 3 Remaining work as per DWG PE4

located at *(insert below the Place of the Work)*

99 Foster Drive, Sault Ste. Marie, Ontario

for which the Agreement has been signed by the parties, and for which *(insert below the name of the Consultant)*

MET Energy Systems

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 3rd day of February in the year 2026 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Ready-for-Takeover*, by the 24th day of December in the year 2026 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

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

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

1. Civic Centre Sprinklers & Domestic Water Lines - Tender Design Drawings
2. Civic Centre Sprinklers & Domestic Water Lines - Tender Specifications
3. Civic Centre Sprinklers & Domestic Water Lines - Addendum 1
4. Civic Centre Sprinklers & Domestic Water Lines - Addendum 2
5. Civic Centre Sprinklers & Domestic Water Lines - Contractor Proposal

Note: Tender Design Drawings are issued in reduced size (11 x 17), are not to scale, and are for reference only. Original full-size drawings (24 x 36) shall govern. Dimensions shall not be scaled from reduced-size drawings.

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents* e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)

ARTICLE A-4 CONTRACT PRICE

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

Nine Hundred Fifty-Nine Thousand Five Hundred Eighty-Nine

/100 dollars \$ 959,589.00

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

One Hundred Twenty-Four Thousand Seven Hundred Forty-Six

57/100 dollars \$ 124,746.57

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

One Million Eighty-Four Thousand Three Hundred Thirty-Five

57/100 dollars \$ 1,084,335.57

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

4.5 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents* and *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

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

5.2 Interest

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

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by
(Insert name of chartered lending institution whose prime rate is to be used)

Royal Bank of Canada
for prime business loans as it may change from time to time.

.2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner The Corporation of the City of Sault Ste. Marie

*name of Owner**

99 Foster Drive, Sault Ste. Marie, ON

address

r.caron@cityssm.on.ca

email address

Contractor S&T Electrical Contractors Ltd.

*name of Contractor**

158 Sackville Road

address

mgirardi@stgroup.ca

email address

Consultant MET Energy Systems

*name of Consultant**

477 Queen Street East Suite 304, Sault Ste. Marie, ON

address

tsjanzen@meteng.on.ca

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / ~~French~~ # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

The Corporation of the City of Sault Ste. Marie

name of Owner

signature

signature

City Clerk - Rachel Tyczinski

name of person signing

Mayor - Matthew Shoemaker

name and title of person signing

WITNESS

CONTRACTOR

S&T Electrical Contractors Ltd.

name of Contractor

signature

signature

Martin Girardi

name of person signing

Dennis Tatasciore - President

name and title of person signing

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.

DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

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 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 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 *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 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 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 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*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *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*.
- 1.1.11 Physical 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*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

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 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 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 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 perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 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*.
- 2.2.7 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.
- 2.2.8 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*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 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.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 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*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 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.
- 2.2.17 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.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

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*, 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 required 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 others 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 was incorporated in the *Work* or 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 finding.

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 THE 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 the *Owner's* own forces with the *Work* of the *Contract*;
 - .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
 - .3 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
 - .4 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 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
 - .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
 - .4 report promptly 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 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.
- 3.2.5 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. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.
- 3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly 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.

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* unless otherwise specified in the *Contract Documents*.
- 3.3.2 The *Contractor* shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform those functions referred to in paragraph 3.3.1 where required by law or by the *Contract Documents* and in all cases where such *Temporary Work* is of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 3.3.3 Notwithstanding the provisions of GC 3.1 – CONTROL OF THE WORK, paragraphs 3.3.1 and 3.3.2 or provisions to the contrary elsewhere in the *Contract Documents* where such *Contract Documents* include designs for *Temporary Work* or specify a method of construction in whole or in part, such designs or methods of construction shall be considered to be part of the design of the *Work* and the *Contractor* shall not be held responsible for that part of the design or the specified method of construction. The *Contractor* shall, however, be responsible for the execution of such design or specified method of construction in the same manner as for the execution of the *Work*.

GC 3.4 CONSTRUCTION SCHEDULE

- 3.4.1 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 3.5 SUPERVISION

- 3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.
- 3.5.2 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 3.6 SUBCONTRACTORS AND SUPPLIERS

- 3.6.1 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 applicable 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 any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.
- 3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.
- 3.6.6 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 3.7 LABOUR AND PRODUCTS

- 3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.
- 3.7.2 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*.
- 3.7.3 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*.

GC 3.8 SHOP DRAWINGS

- 3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.
- 3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 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*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 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.
- 3.8.6 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*.
- 3.8.7 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*.

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 the *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, 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*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 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 items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously 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 as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 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 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 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* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* 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*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 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*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* 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 the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 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 when the *Consultant* finds the *Contractor's* application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any 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 and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, 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 deferred *Work*.

GC 5.7 NON-CONFORMING WORK

5.7.1 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 to the *Consultant*, in a form that can be reasonably evaluated, 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 the *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 applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.
 - .3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor*'s personnel when stationed at the field office;
 - (3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment, Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor*'s field office;

Subcontract

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- .7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license 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;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 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* performance of the *Work* attributable to the *Change Directive* 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.
- 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 a finding.
- 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* and 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 *Owner*, through the *Consultant*, shall 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 promptly inform 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 the *Owner*, the *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, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- .4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *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 2.2.12 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 and the *Consultant* will make a finding upon such claim.
- 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 perform 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* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
 - .1 commences the correction of the default within the specified time,
 - .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 by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* 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,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .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 in force 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*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 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* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – 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 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' 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.
- 8.3.2 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*.
- 8.3.3 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.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, 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 as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 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 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration 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*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (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 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 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.
- 8.4.2 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 8.3.6 of GC 8.3 – 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*, 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 or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or 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 the *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 substance 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 any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance 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 the *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 the *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 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *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 13.1 – 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 *Owner*, through the *Consultant*, shall 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 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *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,
 - .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 the *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 the *Contractor*.
- 9.5.2 If the *Owner* and the *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,
 - .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 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *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,
 - .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,
 - .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 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue 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; 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 physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the 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 *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned 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 *Ready-for-Takeover*;
 - (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*; and
 - (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 *Ready-for-Takeover*.
 - .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 *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *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 *Ready-for-Takeover*.

.8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

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 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 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.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
 - .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.
- 12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.
- 12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

- 12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.
- 12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.
- 12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:
- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
 - .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
 - .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.
- 12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

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 when *Ready-for-Takeover* has been attained.
- 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.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

- 13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, 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 negligent 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 *Ready-for-Takeover* date 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*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 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 minimum liability insurance limit for one occurrence, of the applicable insurance policy, 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 indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 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.
- 13.1.5 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*.
- 13.1.6 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 become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .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 respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .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 respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – 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 *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims 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 *Ready-for-Takeover* date, provided that 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, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an 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.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 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 such claim 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.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

FIRE SPRINKLER SYSTEM UPGRADES

CIVIC CENTRE

99 FOSTER DRIVE

SAULT STE. MARIE, ON

CITY FILE No. 2025 PWE-ENG-BS-03-T
MET PROJECT No. 23M55

ISSUED FOR TENDER NOVEMBER 19 2025

PHASE 2



PROJECT DRAWING LIST

PLUMBING/ELECTRICAL

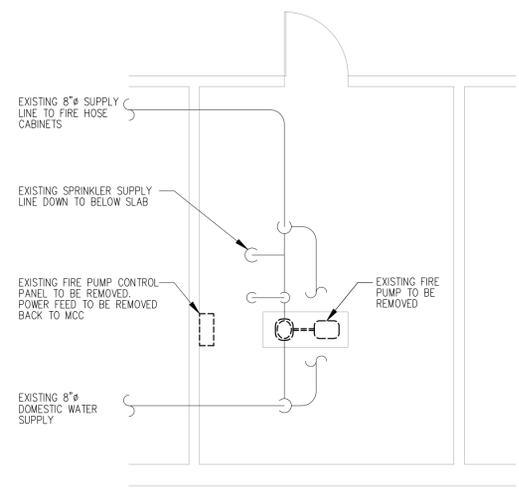
- PE1 RISER
- PE2 LEVEL 1 SPRINKLER PLAN
- PE3 LEVEL 2 SPRINKLER PLAN
- PE4 LEVEL 3 SPRINKLER PLAN
- PE5 LEVEL 4 SPRINKLER PLAN
- PE6 LEVEL 5 SPRINKLER PLAN
- PE7 LEVEL 6 SPRINKLER PLAN
- PE8 PENTHOUSE SPRINKLER PLAN
- PE9 GARDEN COURT PLAN & SECTION
- PE10 GENERAL NOTES

MECHANICAL CONSULTANT:



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477 QUEEN STREET, EAST SUITE 304
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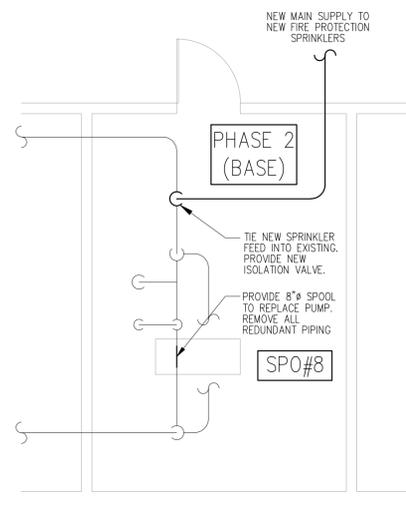
NOTE:
SOME VALVES AND COMPONENTS ARE NOT SHOWN FOR CLARITY.



EXISTING PUMP ROOM PLAN

SPO#8

NOTE:
SOME VALVES AND COMPONENTS ARE NOT SHOWN FOR CLARITY.



NEW PUMP ROOM PLAN

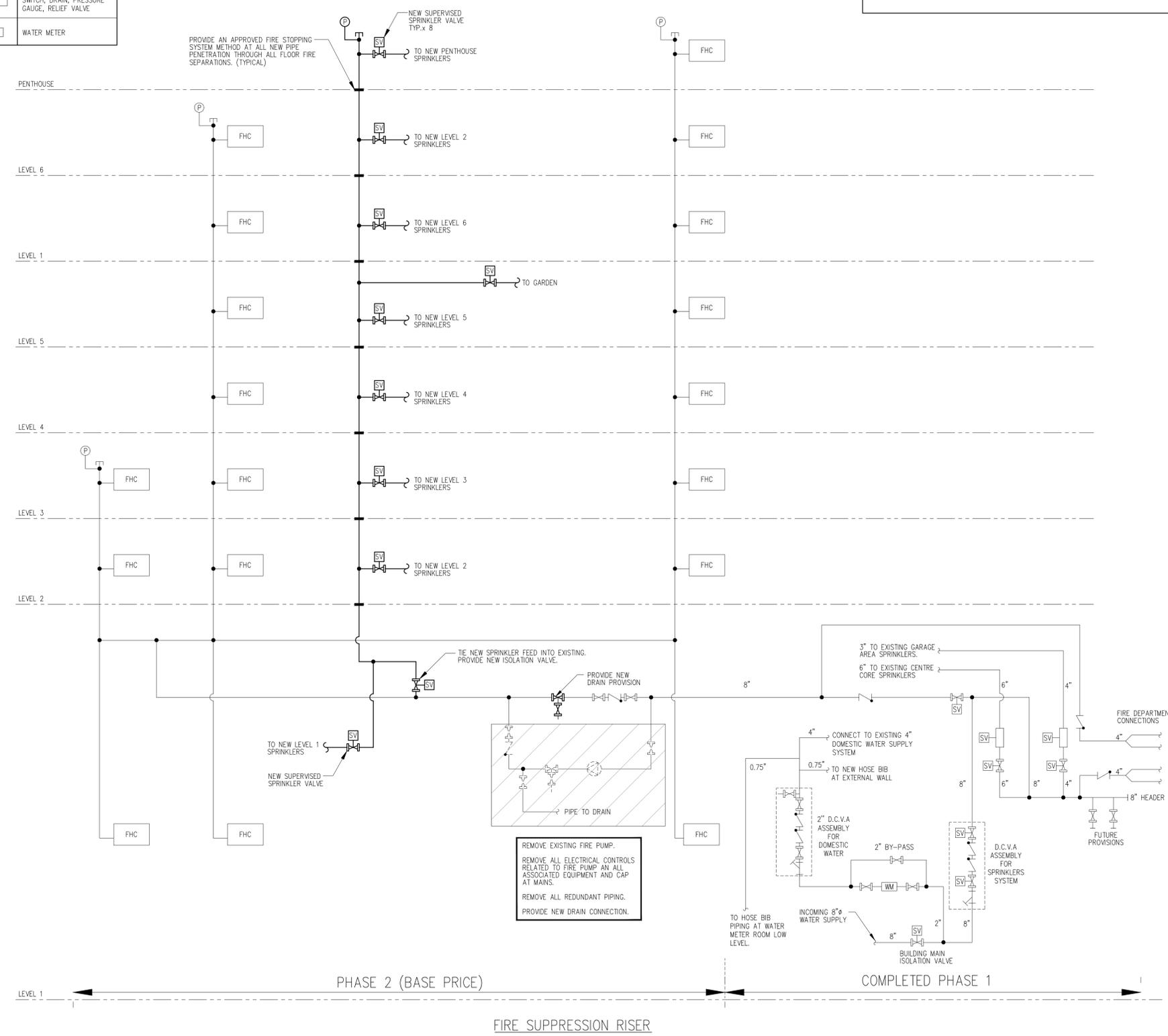
SPO#8

LEGEND

	PUMP
	ISOLATION VALVE
	PRESSURE GAUGE
	CHECK VALVE
	SUPERVISED VALVE
	RISER MANIFOLD ASSEMBLY WITH FLOW SWITCH, DRAIN, PRESSURE GAUGE, RELIEF VALVE
	WATER METER

NOTES:

- 1) PROVIDE POWER TO EACH NEW SUPERVISED VALVE FROM CLOSEST ELECTRICAL PANEL.
- 2) REPLACE EXISTING FIRE ALARM PANEL AND 2 ANNUNCIATOR PANELS WITH NEW PANELS. RECONNECT ALL EXISTING DEVICES AND TEST. CONNECT ALL EXISTING FIRE ALARM DEVICES. INSTALL AND CONNECT ALL NEW SPRINKLER FLOW SWITCHES TO EACH FLOOR, BUT DO NOT DO FINAL CONNECTION AND PROGRAMMING UNTILL THAT FLOOR IS COMPLETED.
- 3) INCLUDE ALL REQUIRED WIRING, COMPONENTS, AND PROGRAMMING FOR THE NEW SPRINKLER SYSTEM CONNECTION.
- 4) CONNECT THE NEW SPRINKLER SYSTEM TO THE NEW FIRE ALARM PANEL.
- 5) PROVIDE FULL STARTUP, TESTING, AND CERTIFICATION.



EXISTING SPRINKLER MODIFICATION

- 1) CUT BACK ALL SPRINKLER HEAD DOWN PIPES AS REQUIRED TO PROPERLY LOCATE NEW HEADS IN T-BAR CEILING IN LEVEL 2 & 3
- 2) INSTALLATION OF NEW ESCUTCHEON PLATES IS REQUIRED IN LEVEL 2 & 3
- 3) ENLARGE ALL EXISTING HOLES IN METAL CEILING TO ACCOMMODATE NEW ESCUTCHEONS. REMOVE AND REINSTALL CEILINGS AS NECESSARY TO FACILITATE THE INSTALLATION OF SPRINKLER PIPING AND SPRINKLER HEADS.
- 4) ALL VALVES AND COMPONENTS FOR SPRINKLER SYSTEM ARE TO BE REPLACED WITH NEW VALVES



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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
SINGLE LINE SCHEMATIC
FIRE & DOMESTIC WATER PUMP ROOM
SPRINKLER & WET RISER

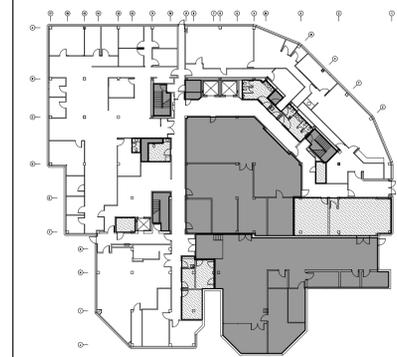
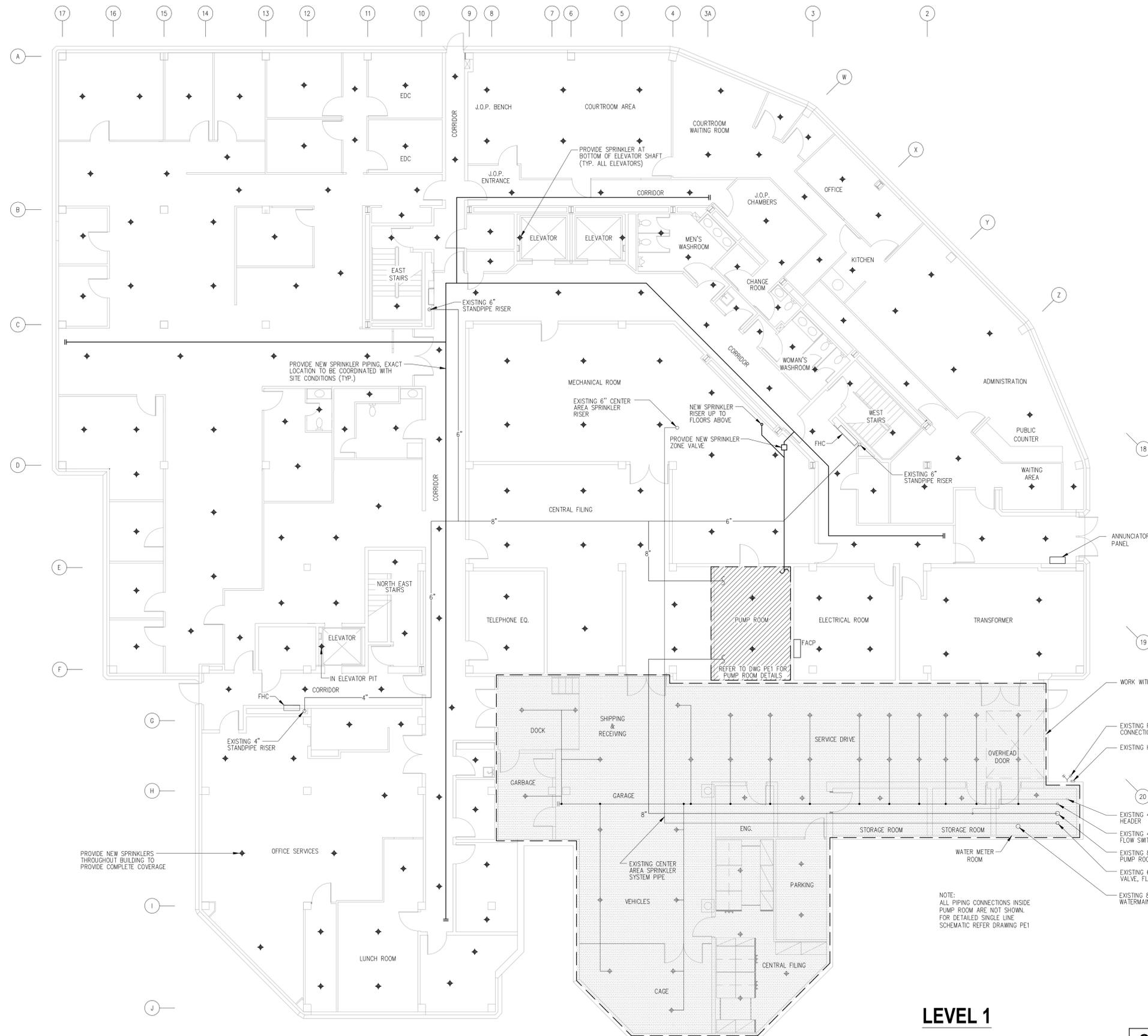
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DRAWN BY: SS DATE: 2025-11-19

CHECKED BY: TSJ DATE: 2025-11-19

PROJECT NO: 23M55 FILE NO: 23M55-PE1

PE1 SHEET NO. 1 OF 10
0 REV



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING

GENERAL CONSTRUCTION NOTES

- 1) PROVIDE HILTI OR APPROVED EQUAL FIRESTOPPING METHODS AT ALL LOCATIONS WHERE ALL NEW SPRINKLER PIPING PENETRATES FLOOR, OR WALL FIRE SEPARATIONS. THESE INCLUDE BUT NOT LIMITED TO CORRIDORS, MECHANICAL ROOMS & STAIR WELLS.
- 2) CONTRACTOR SHALL FIRE STOP ALL PENETRATIONS THROUGH FIRE WALLS AND SMOKE SEPARATIONS WITH AN APPROVED ULC-LISTED FIRE STOPPING SYSTEM. ALL OTHER PENETRATIONS TO BE PATCHED TO SUIT WALL MATERIALS.
- 3) ALL VARIATIONS OF FIRE STOPPING SYSTEMS TO BE UTILIZED SHALL BE SUBMITTED TO THE CONSULTANT IN THE SHOP DRAWING PHASE AND SHALL BE INCLUDED IN THE MAINTENANCE MANUAL. EACH TYPE OF FIRE STOPPING SHALL BE NOTED BY THE APPROPRIATE ULC LISTED DETAIL.
- 4) MAKE GOOD ALL EXISTING SURFACE INCLUDING BUT NOT LIMITED TO DRYWALL, PAINT, CEILING TILES, LINEAR METAL AND OR WOOD CEILINGS AND FINISHES.
- 5) NO EXTRA COST WILL BE CONSIDERED BASED ON FAILURE OF CONTRACTOR TO ALLOW FOR ALL REQUIRED EQUIPMENT, PIPING AND FITTINGS. THIS SHALL INCLUDE EXTRA FITTINGS AND PIPEWORK AS REQUIRED DURING CONSTRUCTION TO AVOID EXISTING STRUCTURE, DUCTWORK OR OTHER OBSTACLES WHETHER SHOWN ON DRAWINGS OR NOT.



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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
 SPRINKLER SYSTEM UPGRADES
 SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

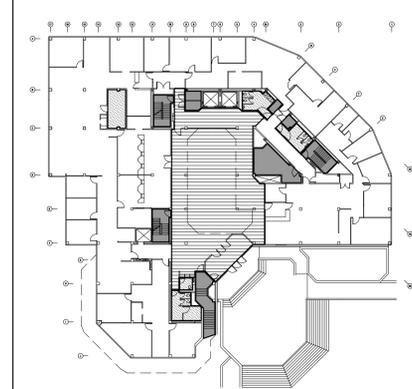
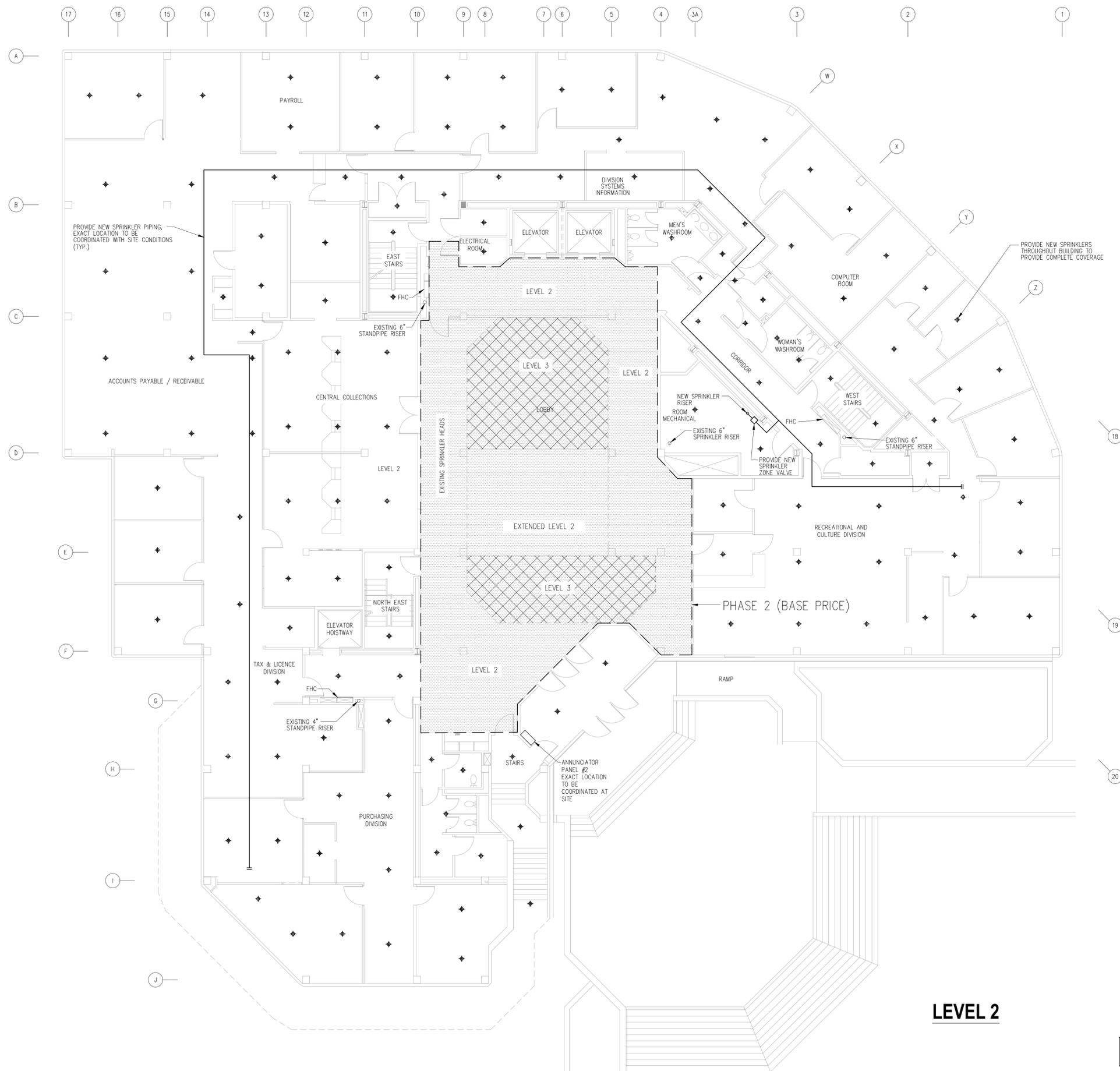
DRAWING DESCRIPTION:
 PLUMBING
 LEVEL 1
 SPRINKLER PLAN

SCALE:	1/8"=1'-0"	1:96	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE2

PE2	SHEET NO.	2 OF 10
	REV	0

LEVEL 1

SPO#3



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING
- CEILING AT HIGHER LEVEL

NOTES

- 1) SPRINKLER HEADS IN THIS AREA ARE TO BE REPLACED IN SAME LOCATION AND RAISED OR LOWERED TO FIT IN EXISTING SUSPENDED CEILING.
- 2) ENSURE THAT ANY PRE-ACTION SMOKE OR HEAT DETECTORS ARE REMOVED FROM THE SYSTEM.



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ENGINEER'S SEAL



0	ISSUED FOR TENDER	2025-11-19
REV.	DESCRIPTION	DATE

PROJECT DESCRIPTION:
 SPRINKLER SYSTEM UPGRADES
 SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
 PLUMBING
 LEVEL 2
 SPRINKLER PLAN

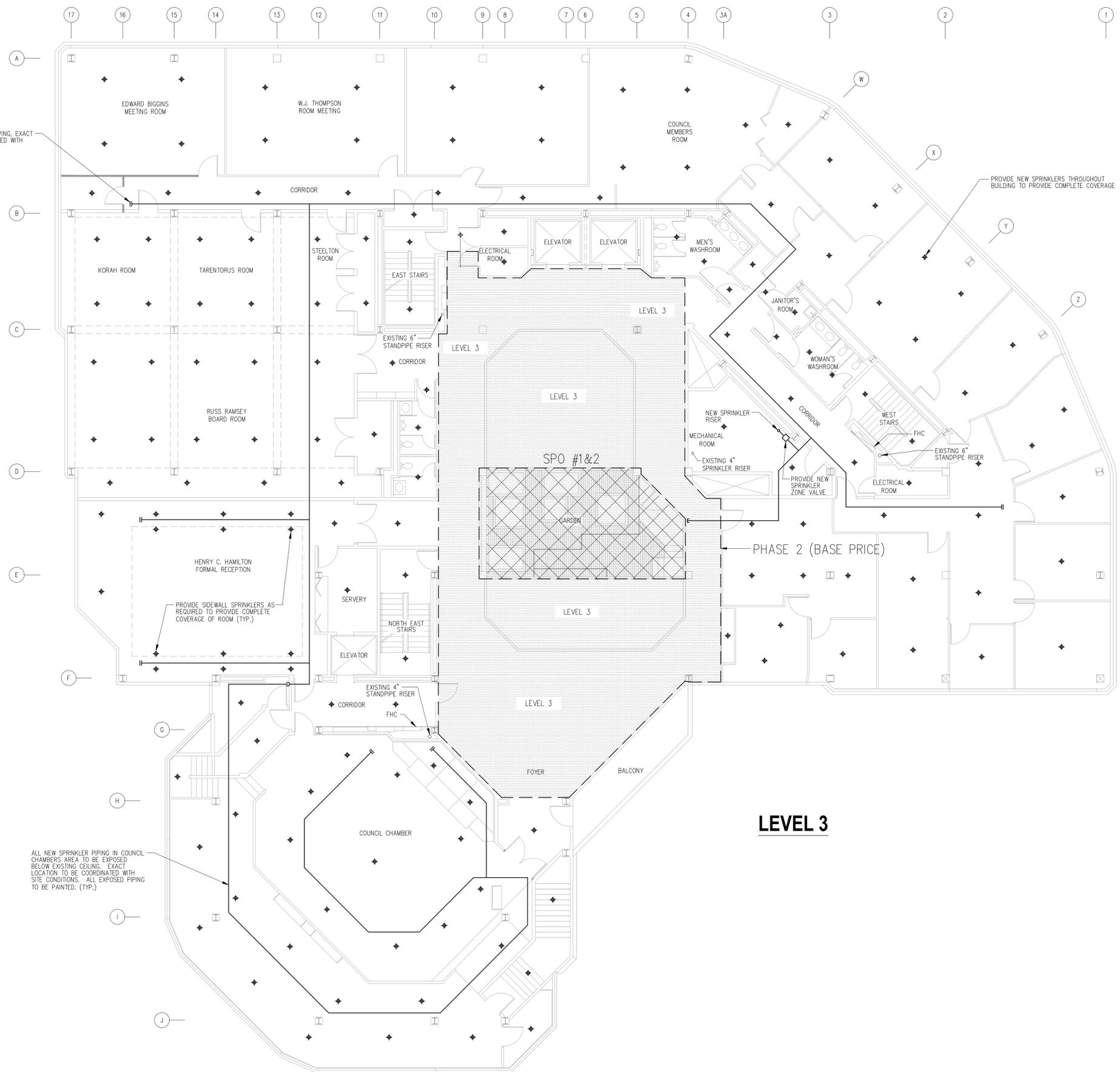
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DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE3

PE3

SHEET NO.	3 OF 10
REV	0

LEVEL 2

SPO#4

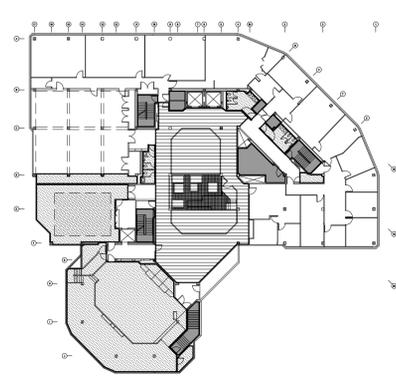


PROVIDE NEW SPRINKLER PIPING, EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS (TYP.)

PROVIDE NEW SPRINKLERS THROUGHOUT BUILDING TO PROVIDE COMPLETE COVERAGE

PROVIDE SIDEWALL SPRINKLERS AS REQUIRED TO PROVIDE COMPLETE COVERAGE OF ROOM (TYP.)

ALL NEW SPRINKLER PIPING IN COUNCIL CHAMBERS AREA TO BE EXPOSED BELOW EXISTING CEILING. EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS. ALL EXPOSED PIPING TO BE PAINTED. (TYP.)



CEILING TYPE KEY PLAN

- NONE/EXPOSED
- DRYWALL OR SIMILAR
- METAL SLAT
- SUSPENDED CEILING

NOTES

- 1) LEVEL 1, 2 & 3 HAVE EXISTING SPRINKLERS INSTALLED IN THE NEW T-BAR CEILING. CONTRACTOR IS TO REMOVE HEADS AND REPLACE WITH NEW HEADS PROPERLY INSTALLED IN T-BAR CEILING.
- 2) CONTRACTOR TO RAISE OR LOWER THE SPRINKLER HEADS IN THIS AREA TO FIT PROPERLY IN EXISTING SUSPENDED CEILING.
- 3) EXPOSED PAINTED SPRINKLER PIPING IS ACCEPTABLE IN THE GARDEN AREA. PAINT PIPING TO MATCH CEILING.



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SAULT STE. MARIE, ON P6A 1Z5
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http://www.meteng.on.ca

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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
LEVEL 3
SPRINKLER PLAN

SCALE: 1/8"=1'-0" 1:96 FORM SIZE (34.5"x22")

DRAWN BY: SS DATE: 2025-11-19

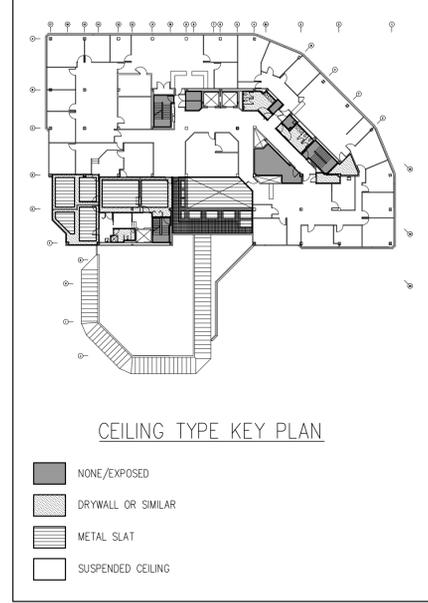
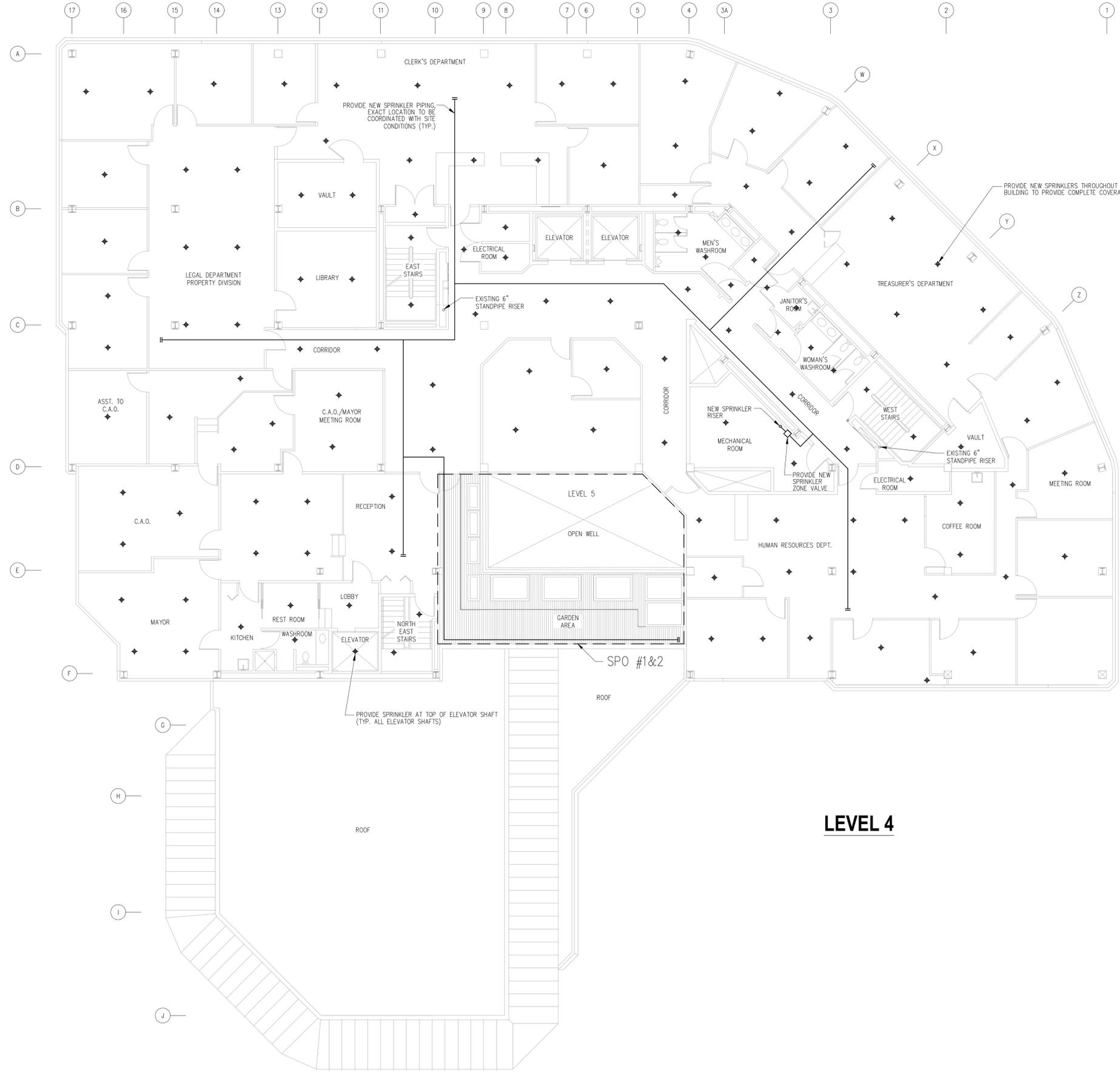
CHECKED BY: TSJ DATE: 2025-11-19

PROJECT NO: 23M55 FILE NO: 23M55-PE4

SPO#5

PE4

SHEET NO.
4 OF 10
0
REV



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0	ISSUED FOR TENDER	2025-11-19
REV.	DESCRIPTION	DATE

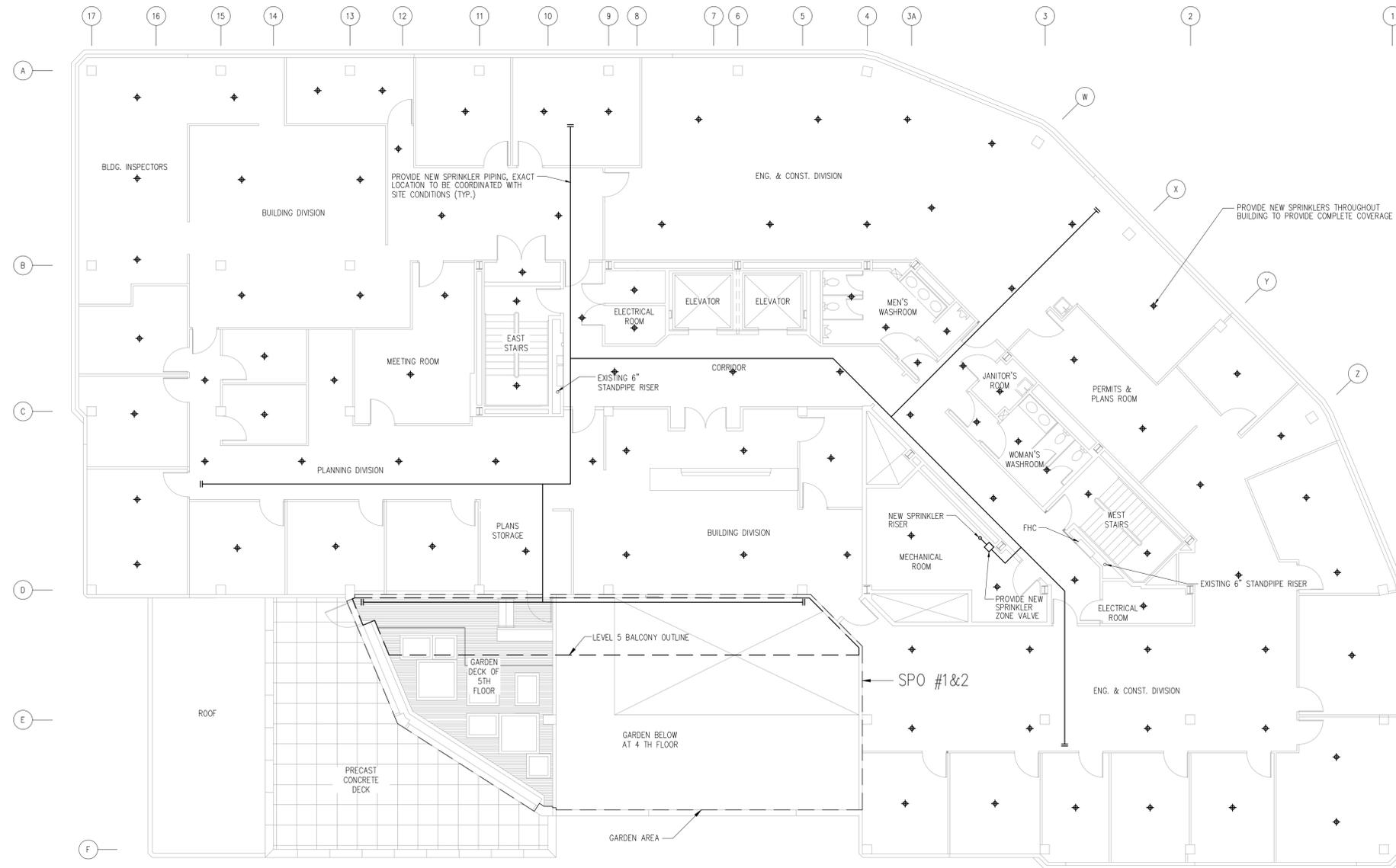
PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
LEVEL 4
SPRINKLER PLAN

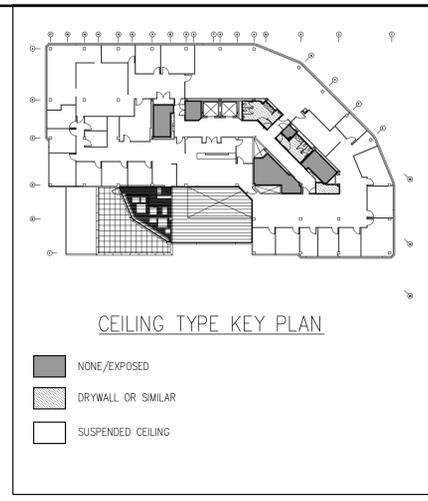
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CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE5

PE5	SHEET NO.	5 OF 10
	REV	0

SPO#6



LEVEL 5



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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
 SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

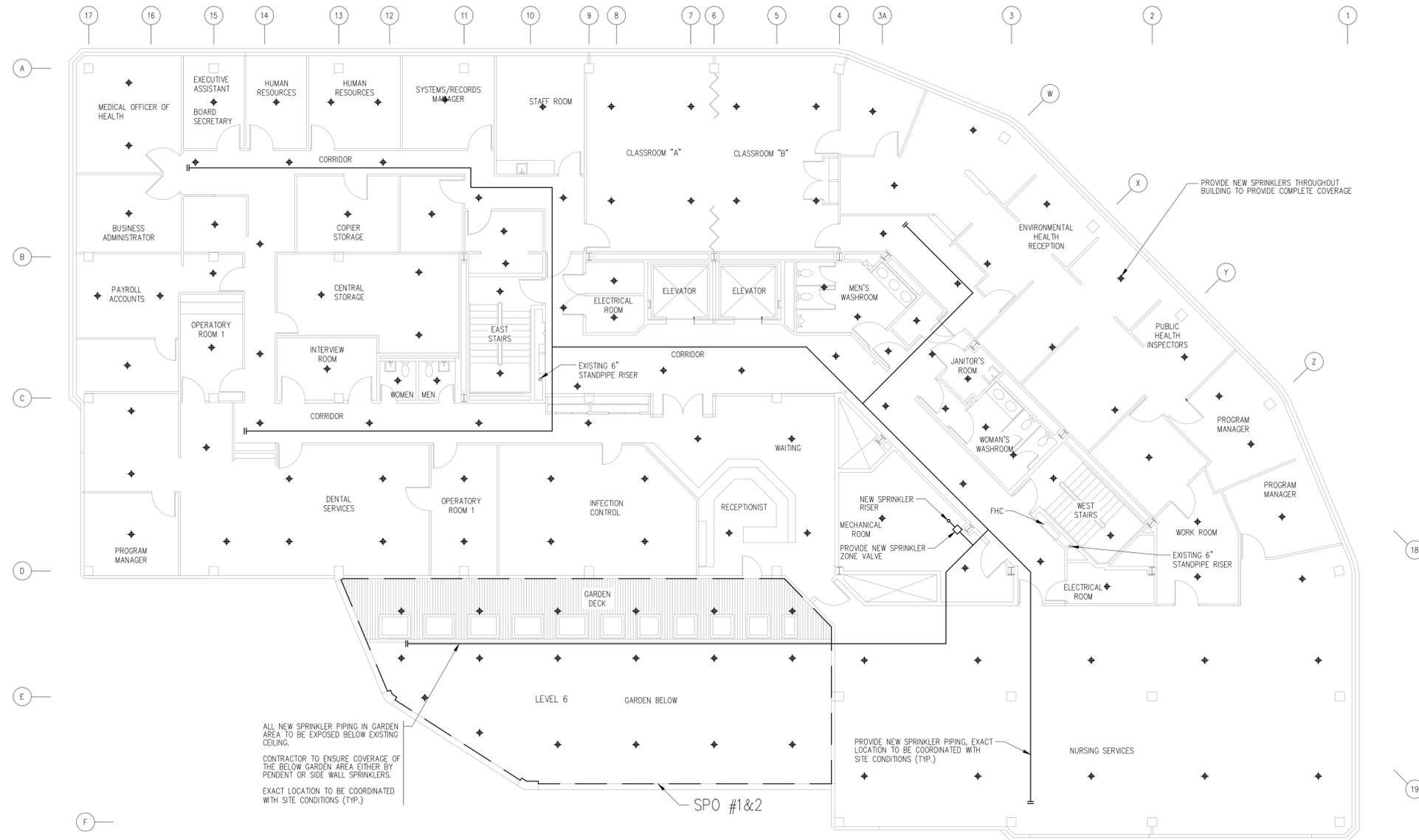
DRAWING DESCRIPTION:
 PLUMBING
 LEVEL 5
 SPRINKLER PLAN

SCALE:	1/8"=1'-0"	1:96	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE6

PE6

SHEET NO.	6 OF 10
REV	0

SPO#7

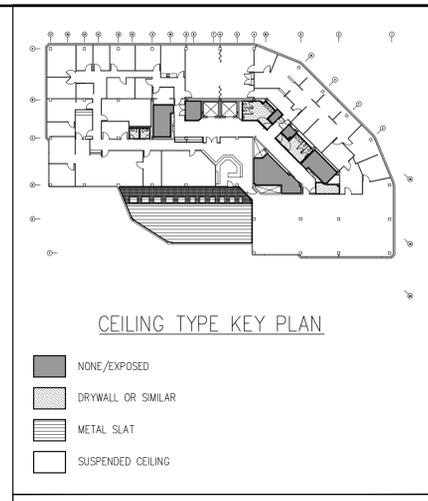


ALL NEW SPRINKLER PIPING IN GARDEN AREA TO BE EXPOSED BELOW EXISTING CEILING.
 CONTRACTOR TO ENSURE COVERAGE OF THE BELOW GARDEN AREA EITHER BY PENDENT OR SIDE WALL SPRINKLERS.
 EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS (TYP.)

PROVIDE NEW SPRINKLER PIPING, EXACT LOCATION TO BE COORDINATED WITH SITE CONDITIONS (TYP.)

LEVEL 6

SPO #1&2



NOTE
 1) LEVELS OF GARDEN AND CEILINGS ARE DIFFICULT TO DEPICT ON DRAWINGS. CONTRACTOR TO ENSURE THAT FULL COVERAGE IS MAINTAINED FOR ALL AREAS TO MEET NFPA.



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ENGINEER'S SEAL

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

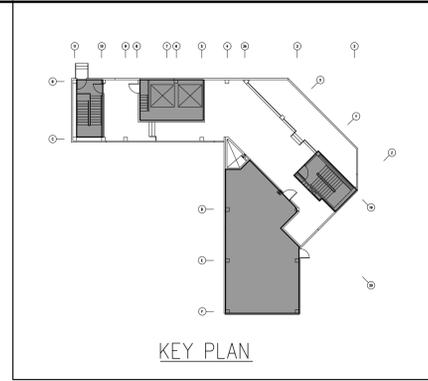
PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
 SAULT STE. MARIE CIVIC CENTRE
 99 FOSTER DRIVE
 SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
 PLUMBING
 LEVEL 6
 SPRINKLER PLAN

SCALE:	1/8"=1'-0"	1:96	FORM SIZE (34.5"x22")
DRAWN BY:	SS	DATE:	2025-11-19
CHECKED BY:	TSJ	DATE:	2025-11-19
PROJECT NO:	23M55	FILE NO:	23M55-PE7

SPO#8

PE7
 SHEET NO. 7 OF 10
 0 REV



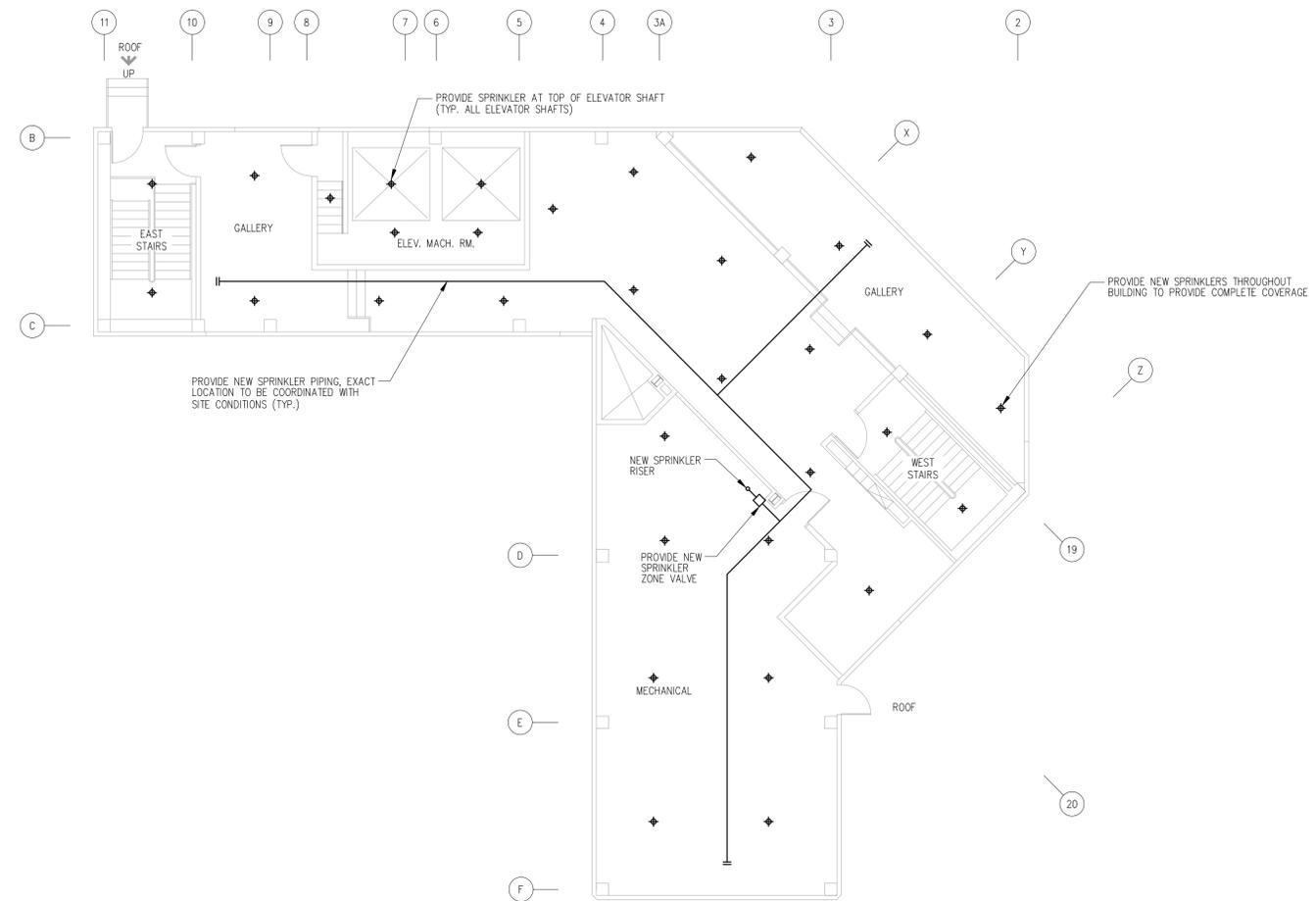
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ENGINEER'S SEAL



PENTHOUSE

SPO#8

REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
**SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON**

DRAWING DESCRIPTION:
**PLUMBING
PENTHOUSE
SPRINKLER PLAN**

SCALE: 1/8"=1'-0" 1:96 FORM SIZE (34.5"x22")

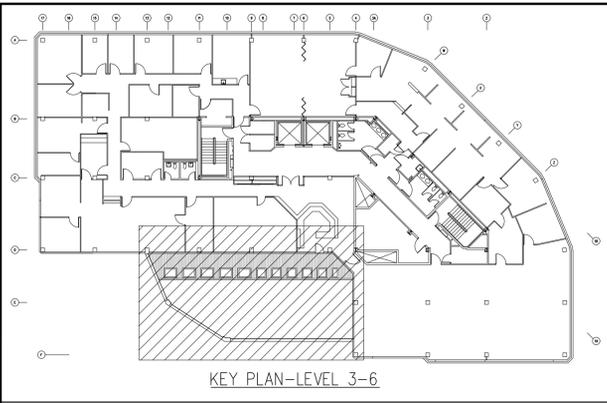
DRAWN BY: SS DATE: 2025-11-19

CHECKED BY: TSJ DATE: 2025-11-19

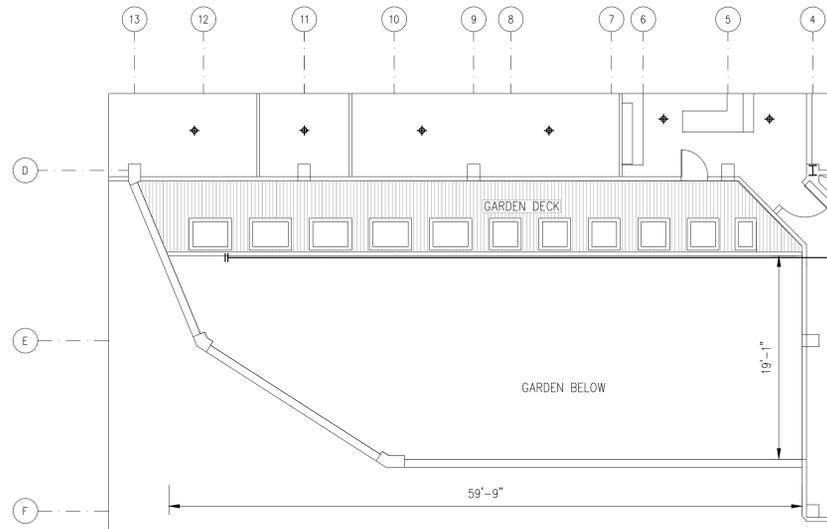
PROJECT NO: 23M55 FILE NO: 23M55-PE8

PE8

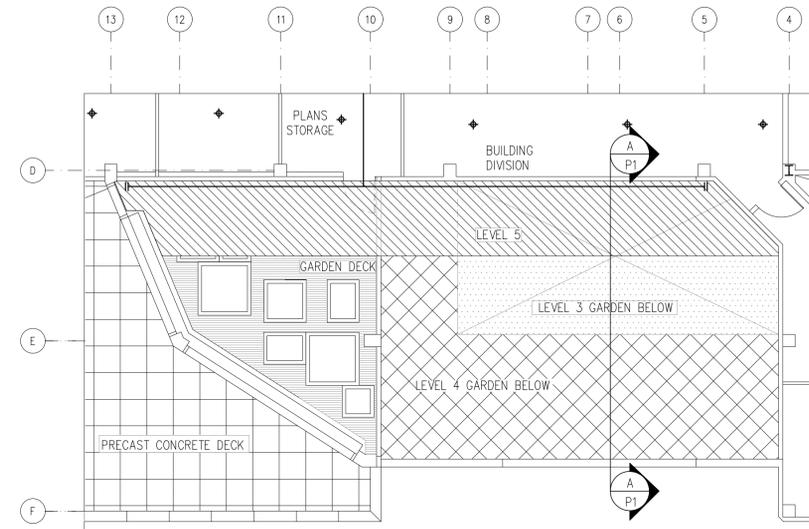
SHEET NO.
8 OF 10
0
REV



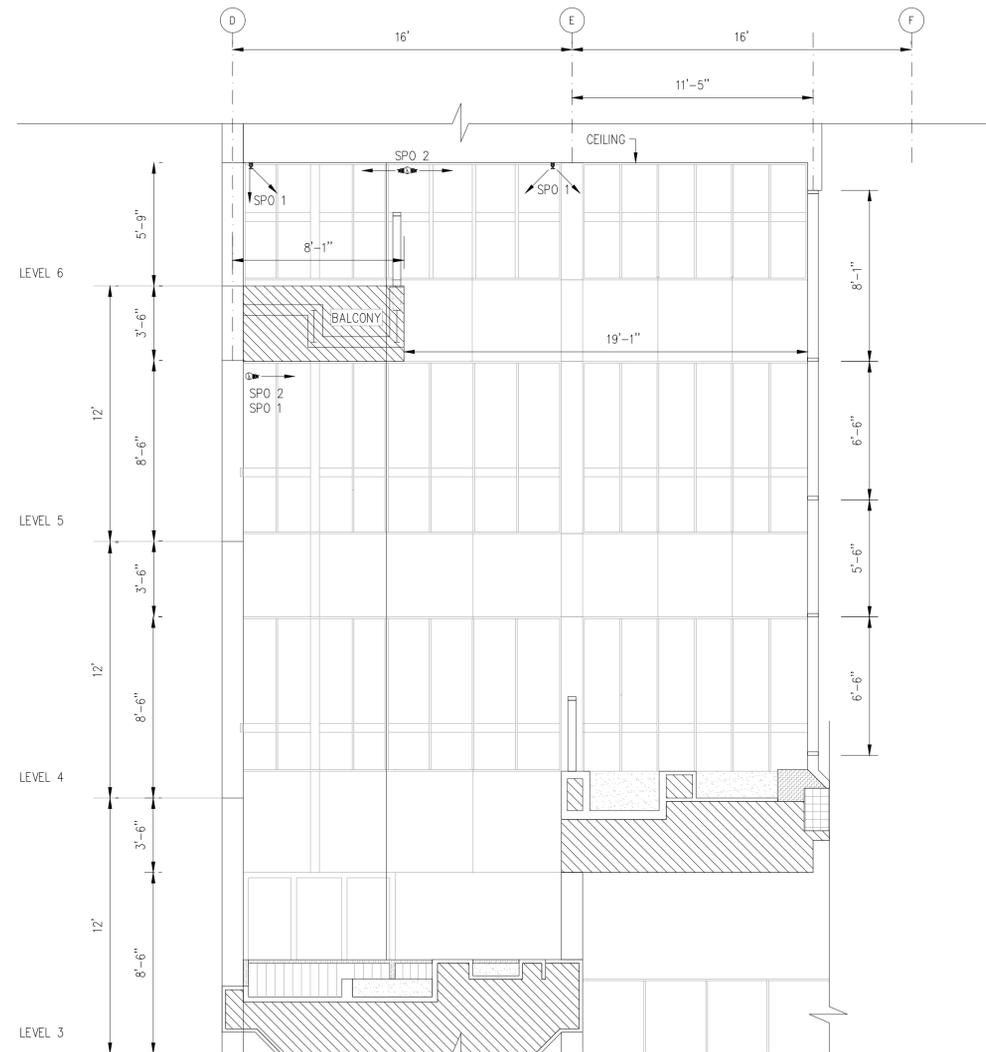
KEY PLAN-LEVEL 3-6



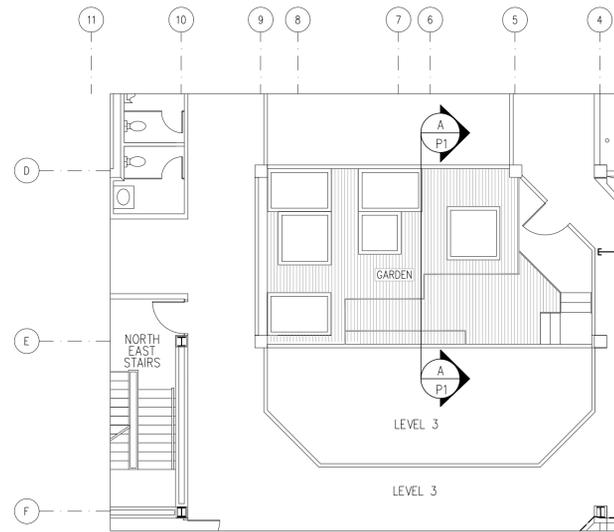
GARDEN COURT PLAN - LEVEL 6
SCALE: 1/8"=1'-0"



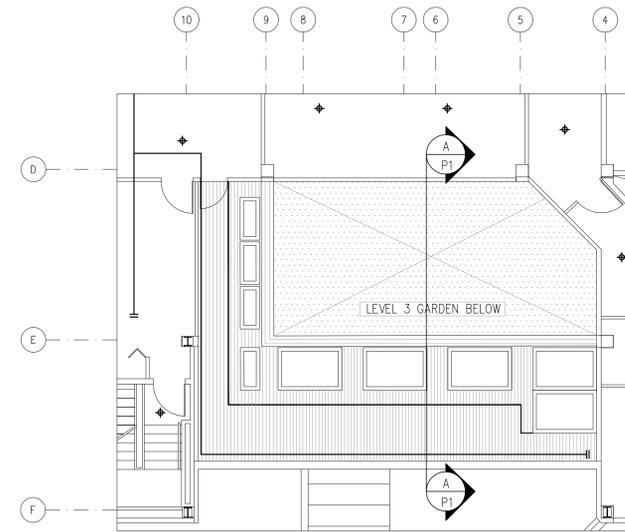
GARDEN COURT PLAN - LEVEL 5
SCALE: 1/8"=1'-0"



GARDEN COURT AREA SECTION-A
SCALE: 1/4"=1'-0"



GARDEN COURT PLAN - LEVEL 3
SCALE: 1/8"=1'-0"



GARDEN COURT PLAN - LEVEL 4
SCALE: 1/8"=1'-0"

DRAWING LEGEND	
	BELOW SLAB (FLOOR) AREA
	WOODEN FLOOR WITH GARDEN PITS
	LEVEL 4 GARDEN BELOW
	LEVEL 3 GARDEN BELOW
	SPRINKLER PIPE
	PENDENT SPRINKLER

NOTE

BASE PRICE TO EXCLUDE GARDEN AREA SPRINKLERS. GARDEN AREA HYDRAULIC DESIGN TO BE INCLUDED IN THE BASE PRICE.

SPO #1: COMPLETE GARDEN AREA SPRINKLER INSTALLATION INCLUDING SCAFFOLDING AND ALL SPRINKLERS TO BE SURFACE MOUNTED ON 6TH FLOOR CEILING AND UNDER BALCONY. EXPOSED PIPING TO BE PAINTED.

SPO #2: IF HYDRAULIC CALCULATIONS PERMIT, PRICE TO INCLUDE SIDEWALL SPRINKLERS WITH REDUCED SCAFFOLDING. EXPOSED PIPING TO BE PAINTED.

SPO#1, 2



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ENGINEER'S SEAL



REV.	DESCRIPTION	DATE
0	ISSUED FOR TENDER	2025-11-19

PROJECT DESCRIPTION:
SPRINKLER SYSTEM UPGRADE
SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON

DRAWING DESCRIPTION:
PLUMBING
ELEVATION PLAN
GARDEN COURT

SCALE: AS NOTED FORM SIZE (34.5"x22")

DRAWN BY: SS DATE: 2025-11-19

CHECKED BY: TSJ DATE: 2025-11-19

PROJECT NO: 23M55 FILE NO: 23M55-PE9

PE9

SHEET NO.
9 OF 10
0
REV



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

TECHNICAL SPECIFICATIONS

CIVIC CENTRE SPRINKLERS & DOMESTIC WATER LINE UPGRADES

PHASE 2

SAULT STE. MARIE CIVIC CENTRE
99 FOSTER DRIVE
SAULT STE. MARIE, ON.

Client:

The Corporation of City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON

TENDER CLOSING: 3:00 p.m. local time Thursday, December 11th, 2025

SITE VISIT: MANDATORY- Wednesday, November 26th, 2025, @ 1:30 p.m.
Meet at the Loading Dock

CITY FILE No.: 2025 PWE-ENG-BS-03-T
**Civic Centre Sprinklers
&
Domestic Water Line Upgrades**

MET PROJECT NO: 23M55
DATE: November 19th, 2025

**Civic Centre Sprinklers &
Domestic Water Line Upgrade**

Sault Ste. Marie Civic Centre
99 Foster Drive, SSM, ON

Section	Title	Number of Pages
	Title Page	
	Table of Contents.....	1
00100	Information to Bidders.....	6
01001	General Requirements.....	13
	Appendix A – CCDC Template	
	Appendix B – DSS-Tulloch, Risk Check Environmental LTD CCDC	

End of Section

1. DEFINITIONS

The words "City" or "Corporation or Owner" means the Corporation of the City of Sault Ste. Marie.

The words "Engineer", "Consultant" or "Contract Administrator" are interchangeable and shall be understood as referring to MET Energy Systems.

The word "Contract" means the agreement to do the work entered into with the Corporation, the general conditions, the specifications, the drawings and other documents referred to or connected with the said contract.

2. DELIVERY AND OPENING OF TENDER

Submissions for this Tender will be accepted in electronic format by the Bidding System until Thursday December 11th, 2025 at 3:00 p.m. local time (Eastern).

Electronic Submissions

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Bidders should contact *bids&tenders* support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca

Late Bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

Opening of the Tender

Opening of the tender will be held after closing time and date and unofficial bid results will be available publicly, posted within the Bidding System.

3. INFORMAL TENDERS

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal. All blanks must be legibly and properly filled in; otherwise, the tender may be declared informal. Persons tendering are required to fill in all blanks.

4. TENDER DOCUMENTS

Each tender shall be in accordance with the Contract Documents and shall include information outlined within submission requirements.

5. PRICES SUBMITTED

The tender price or prices quoted in the Tender shall be in full compensation for all labour, equipment, materials, utility and transportation services necessary to perform and complete all work under the Contract, including all miscellaneous work, whether specifically included in the Tender Documents or not. It is the intention of the Drawings and Specifications to provide finished work. Any items omitted there from which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender Documents.

6. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the City. The current General Conditions apply to this contract.

7. DISCREPANCIES

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if the Tenderer is in doubt as to their meaning, the Tenderer shall make enquiry through the Bidding System.

8. SUBMITTING QUESTIONS AND RECEIVING ADDENDUMS

Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific bid opportunity.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to review all Addenda that are issued. Bidders should check online at <https://saultstemarie.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

In the event that a Bidder submits their bid prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to **“Incomplete”**. The Bidder is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Bid is received by the Bidding System no later than the stated bid closing time and date.

9. EXAMINATION OF SITE

The Tenderer shall visit the site of the work before submitting the tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

SITE VISIT: MANDATORY

**Wednesday, November 26th, 2025, @ 1:30 p.m.
Meet at the Loading Dock**

10. TENDER PARTS

The division of the Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete tenders will not be accepted.

11. HARMONIZED SALES TAX

HST is extra to tendered pricing and shall not be included in the Total Tender Amount.

12. BID BOND

Each tender shall be accompanied with a tender deposit in the form of a bid bond to the Corporation of the City of Sault Ste. Marie in the amount equal to **\$100,000.00**.

Such deposit shall be security to the owner that the Tenderer, if awarded the contract will execute the agreement, supply bonds (Section 13), insurance documents and a Workers' Compensation Board Clearance Certificate within three (3) weeks of being notified of the award and start work as specified. The security will be forfeited to the Corporation if the accepted Tenderer fails to enter into the formal contract within the specified time.

13. BONDS

The successful Contractor shall be required to furnish a Contract Material and Labour Payment Bond for 50% of the amount of the tender and a Contract Performance Bond for 100% of the amount of the tender, issued by an approved Surety Company. Such bonds shall be approved

by and be acceptable to the Corporation and must be furnished when the Contractor signs the contract.

14. AGREEMENT TO BOND

Each tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Material and Labour Payment Bond and the required Contract Performance Bond.

15. WORKPLACE SAFETY & INSURANCE BOARD

The Successful Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the contract, and a further certificate issued prior to the release of the Construction Lien Act Holdback.

16. SUBCONTRACTORS

The Tenderer shall submit with his tender a full list (with addresses) of all subcontractors they propose to use on the project. Subcontractors not listed at time of tender opening will be considered hired equipment. This list is to be submitted in the Tender Documents.

17. TENDER'S & SUBCONTRACTOR'S SENIOR STAFF

The Tenderer shall submit with his tender a list of all senior staff to be employed on this contract, including those of the subcontractor. The information to be submitted in the Tender Documents.

18. TENDERER'S & SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

The Tenderer shall submit with his tender a list of projects completed involving work similar to this contract, for his own forces and the subcontractor. The information to be submitted in the Tender Documents.

19. OCCUPATIONAL HEALTH AND SAFETY ACT

For purposes of the Occupational Health and Safety Act, the Contractor for this project will be the Constructor on the site and will undertake the project for the owner. The Constructor shall ensure that the requirements of the OHS Act and its Regulations are carried out on the project and the health and safety of all workers on the site is protected.

The Contractor for the project is the successful Tenderer for the project and will be the Constructor for the project.

To this end the Ministry of Labour shall be notified of the commencement of work on the project, with copies of such notification to be forwarded to the Corporation.

The Contractor agrees to indemnify the Corporation for any costs incurred by it for on site health and safety violations, except those for which the City is directly responsible for.

20. TENDER LEFT OPEN

The Tenderer shall keep their tender open for acceptance for sixty (60) days after the closing date. Withdrawal during this period will result in forfeiture of the tender deposit.

21. PROGRESSION OF WORK AND COMPLETION DATE

The Contractor shall start work on this job within ten (10) days of receiving written notification from the Engineer to proceed and shall continuously work in an orderly manner to prevent the least amount of delay, to completion. The time for completion, detours and sequence of operations, shall be specified in the Special Provisions contained herein.

22. CONTRACTOR'S WORK FORCE

The Contractor shall provide and furnish all manner of labour, materials, apparatus, scaffolding, utensils, and cartage of every description necessary for the due performance of the work and render all due and sufficient facilities to the Engineer for the proper inspection of the work. The Engineer may require the contractor to dismiss any worker(s) who may be incompetent, uncivil, or abusive: the worker(s) and contractor only being admitted to the grounds for the purpose of proper execution of the work.

23. RIGHT OF CITY

The City reserves the right to accept or reject any and all tenders and the lowest tender will not necessarily be accepted.

The City shall not accept any inconsistency in the Unit Prices bid for various items.

The City reserves the right to delete any portion or part of the work outlined and the bidder agrees to such cancellation without any claim whatsoever because of such cancellation.

24. SCHEDULE AND HOURS OF WORK

Hours of work will be a minimum of 8 hours per day, 5 days per week, Monday to Friday. Any additional expenses, including overtime, to meet this schedule and completion date will be the responsibility of the Contractor and is to be included in the Contractor's Tender Price.

25. TENDER CONFIDENTIALITY

The City of Sault Ste. Marie will consider all tenders as confidential, subject to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act*. The names of the tenderers and the total amount of the tenders will be made available to the public. However, unit prices will not be made available to the public unless required to do so by the Information and Privacy Commission.

26. WITHDRAWAL PROCEDURES

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

The Bid Deposit shall be forfeited to the Corporation when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

27. SUBSTITUTIONS

Where, pursuant to the contract documents, the Contractor is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of a tender. No substitutions shall be made without the prior approval of the Engineer. No tender price shall be based on a presumed acceptance by the Engineer, of a substitute item of supply.

28. CONTRACTOR PRE-QUALIFICATION

The successful Bidder 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 and shall be kept current for the duration of the 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 can be found by visiting [Sault Ste. Marie Health and Safety page](#). Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

29. MATHEMATICAL ERRORS

In the event of mathematical error found in the pricing page, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction(s) will be applied to the total bid price quoted.

30. AWARD OF TENDER

The award of the Tender is subject to approval of City of Sault Ste. Marie Council. Once approved, the successful bidder must sign the form of agreement with the City of Sault Ste. Marie, the attached schedule and provide any other post-bid submissions.

End of Section

1 Definitions

- 1.1 **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.
- 1.2 **Consultant** – means the Engineer, or entity licensed to practice in the territory of the Place of Work. The term Consultant means the Consultant or the Consultant’s authorized representative.
- 1.3 **Work** - means the whole of the Works including all labor, materials, products, and services required to be supplied, installed and/or erected by the Contractor under the Contract.
- 1.4 **Material** - means all commodities, articles, and other things required to be furnished under the Contract.
- 1.5 **Materials & Supplies** - means tools, implements, machinery, vehicles, equipment, commodities and all other articles necessary to perform the Work.
- 1.6 **Contract** - means, but shall not necessarily be limited to, the complete Tender Documents including: Instructions to Bidders, General Conditions, Scope of Work, Service Standards, Tender Form and Tender Attachments (as may be required).

2 Assignment of Contract

- 2.1 Owner has the right to refuse any Contractor or Sub-Contractor.
- 2.2 Work shall be performed under one Contract utilizing the Canadian Construction Document CCDC 2, 2020 - Stipulated Price Contract. The contract shall govern the performance of each section of the specifications.
- 2.2 These General Requirements generally specify work and co-ordination that is the responsibility of the General Contractor but are not intended to define the responsibilities between the Contractor and Sub-Contractors. Ensure that Sub-Contractors fully understand the Contract
- 2.3 Notwithstanding paragraph 2.1, no assignment or sub-Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Owner to an assignee or sub-Contractor
- 2.4 Subject to the preceding provisions of this section, the Contract shall ensure to the benefit of and shall be binding upon the successors and assigns of Owner and the Contractor.

3 Interpretation of Contract

- 3.1 Owner/Consultant shall be the interpreter of the Contract and of the obligations of the Contractor thereunder.

4 Conflict of Interest

- 4.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it in writing immediately to the Consultant.

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4.2 The Contractor shall provide competent supervision of its Workers, which Workers will be skilled in the tasks assigned to them. This supervisor will be accessible to Consultant and will receive any order or communication relating to the Work on behalf of the Contractor.

Supervisors and Workers not satisfactory to Owner/Consultant shall be removed from the Work and replaced forthwith.

4.3 Any Person involved in the Work will be required to meet the Client Corporation's security clearance criteria.

4.4 It is the responsibility of the Contractor in formulating the bid to ascertain the labor conditions existing at the Place of Work with particular reference to union non-union labor and comply with these conditions. The cost of doing so shall be included in the Tender price.

4.5 The Contractor will cooperate fully with other Contractors or Workers sent to the site of Work.

5 Protection and Housekeeping

5.1 The Contractor shall guard and otherwise protect from damage, the Work, the property of the Owner and property adjacent to the site. The Contractor shall make good all damage resulting from the Contractor's operations or negligence under the Contract at its own expense.

5.2 The Contractor shall repair within seventy-two (72) hours any damage caused by the Contractor.

5.3 The Contractor will daily, upon completion of the day's Work, clear and clean the Work and its site to the satisfaction of, and in accordance with, any decision of the Facility/Project Manager.

6 Site Conditions

6.1 **Before any planning or installation, ALL related divisions shall meet and co-ordinate with General Contractor to determine spacing and routing of all Piping, Ductwork, Conduits, Wiring etc.**

6.2 Dedicated on-site parking shall be indicated to the Contractor by the Owner.

6.3 Materials pertinent to immediate future use shall be stored on site only. No interference of facility operation will be permitted. Dedicated area will be indicated to contractor by owner prior to commencement of work.

6.4 Contractor is solely responsible for all construction aids, hoisting equipment, and all items necessary to complete entire scope of work.

6.5 Construction may take place during normal working hours. If construction poses a disturbance "or" safety issue to standard facility operation, work shall take place after normal working hours at no additional expenses.

7 Debris

7.1 During construction, the trades shall remove from the project site debris caused by their

work immediately. No corridors shall be blocked and there shall be no interference with any production at any time. All debris removed shall be at the Contractors expense. No On-Site refuse bins shall be used unless approval received in writing by owner.

- 7.2 The Contractor shall enforce the requirements of this Specification, regulatory authorities and specific requests, which the Prime Consultant may issue.
- 7.3 Bulk containers which the Contractor may provide for assembly of debris shall: be placed in a convenient area not obstructing the Owner's operations, be covered or otherwise protected, be emptied when full but at a time not obstructing the Owner's use of the grounds. Coordinate efforts to remove debris with the Owner.

8 Notice

- 8.1 Provide any notices indicated via mail, and e-mail.

9 Records to be kept by the Contractor

- 9.1 The Contractor shall keep proper accounts and records of the cost of the Work and all expenditures or commitments made by the Contractor including invoices, receipts and vouchers, which shall with two (2) days written notice be open to audit and inspection by Owner or Consultant.

10 Occupational Health and Safety Act

- 10.1 The Contractor shall provide a qualified staff person on site at all times who is knowledgeable in the obligations of the Act and will ensure that the requirements of the Act are fully complied with.
- 10.2 It is specifically drawn to the attention of the Contractor that the Occupational Health and Safety Act provides in addition to other matters that;
- A Constructor shall ensure that, on a project undertaken by the Constructor, that the measures and procedures prescribed by this Act and Regulations, are carried out on this project.
 - Every employer and every Worker performing work on the project complies with the Act and the Regulations and
 - The Health and Safety of Workers on the project is protected.
 - The Contractor shall pay all such assessments as will protect him and the City of Sault Ste. Marie from claims under the Workplace Safety and Insurance Act.

11 Health and Safety Qualifications

- 11.1 The Successful Contractor shall supply the following documents;
- Workers Safety & Insurance Board CAD rating and Certificate of Clearance.
 - Certificate of Clearance documentation is to remain current throughout the course of the project with updated certificates submitted to the Consultant.
 - Copy of the Signed Contractors Health and Safety Policy with proof of training and listing of programs developed that support the Policy Statement.
 - A copy of Proof of Training for each employee, by a valid first aid instructor to show compliance with Workplace Safety & Insurance Act Regulation 110 showing the level of

training and expiry dates, and details of level of First Aid supplies present at work site are required. A signed statement by the Contractor attesting to compliance with the following:

- WHMIS Regulations including proof of annual refresher for all personnel.
- Occupational Health and Safety Act
- Specifically, that all engaged in the project have completed the 'Basics of Fall Protection' training program by the Construction Safety Association of Ontario
- Personal protective equipment required by provincial legislation and Owner's requirements-including but not limited to:
 - Class B Hard Hat
 - Approved CSA Footwear
 - Approved CSA Hearing Protection where necessary
 - Approved Safety Glasses

12 Rejected or Defective Work

- 12.1 Defective or damaged Work, attributable to the Contractor, which has been rejected by either Owner/Consultant or the Client Corporation, shall be replaced and/or made good by the Contractor in accordance with the Contract at the Contractor's expense.
- 12.2 The Contractor shall, at its own expense, rectify and make good any defect in the Work and resulting damage, which may appear within one (1) year from the date of the final acceptance of the Work by Owner.

13 Laws, Notices and Permits

- 13.1 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of any authorities and utilities having jurisdiction that relate to the Work and the preservation of public health and safety.
- 13.2 The Contractor is responsible to apply and pay for all permits pertaining to the project.
- 13.3 The Contractor warrants and certifies that it has complied with Article (15) of Federal Regulation number 89, which states that an employer who hires a person in insurable employment shall request the employee to produce to the employer a Social Insurance Number Card within three (3) days after the employee commences employment. Non-compliance with this Article is cause for termination without notice of this Contract.

14 Taxes and Duties

- 14.1 The Contractor shall pay all government taxes and duties, including the **HST**, with respect to the Contract. The Contract Price, set out in the Tender Form is exclusive of the HST.

15 Indemnification by the Contractor

- 15.1 The Contractor shall indemnify and save Owner, their agents and employees harmless, from and against all claims, demands, losses, costs, including legal costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents and sub-contractors in performing the Work, including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.

- 15.2 The Contract between Owner and Contractor contains a clause relieving Owner and any person engaged in the Work from liability for any loss of revenues, loss of profit or any other indirect or consequential damages suffered by the Contractor.
- 16 Insurance**
- 16.1 The Contractor, at its own expense, procure and maintain in force for the duration of this Agreement:
- 16.2 Comprehensive General Liability Insurances, with a minimum limit not less than five million dollars (\$5,000,000.00) inclusive of bodily injury (including death) and property damage per occurrence or series of occurrences arising from one cause. The policy or policies shall cover all operations of the Contractor, products and completed operations, personal injury non-owned automobiles, contractual liability.
- 16.3 Builder's Risk Insurance/Installation Floater (for projects) insuring the full value of any work in the amount of the contract price and the full value, as stated, of products that are specified to be provided by Owner into any work. The policy shall insure against all risks of direct loss or damage and shall apply to all products, labour and supplies of any nature whatsoever, the property of the insured's or others for which the insured's may have assumed responsibility, to be used in or pertaining to site preparation, demolition of existing structures, erection and/or repair or any insured project while on site or in transit.
- 16.4 Professional Liability Insurance Should the work involve professional design, the Owner shall ensure that any Professionals hired shall carry Professional Liability Insurance in the amount not less than \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$50,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie. The Corporation of the City of Sault Ste. Marie has the right to request that an Extended Reporting Endorsement be purchased by the Contractor at the Contractor's sole expense.
- 16.5 The foregoing insurance coverages shall be underwritten by an insurer licensed in the province in which the Contractor provides the Services under this Agreement.
- 16.6 Owner is to be added as additional insureds to all of the above policies, but with respect to the operations covered by this Agreement.
- 16.7 The Contractor shall deliver to the Consultant a certificate or certificates of insurance as evidence that the required coverage's are in effect and that Owner shall be given thirty days prior written notice of cancellation or expiry of or material change to such coverages.
- 16.8 It is the sole responsibility of the Contractor to determined what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

17 Suspension or Termination

17.1 Owner may suspend or terminate the Contract as per CCDC.

18 Applications for Payment and Payment

18.1 The Contractor will make an application for payment monthly as per CCDC.

18.2 Application for payment shall be submitted to Consultant, approved and re-submitted to Owner for release of monies.

18.3 Notwithstanding the number of Work orders or other written notices issued to the Contractor by Owner, within any calendar month, Owner will pay for any Work undertaken by the Contractor under this Contract only once per month.

18.4 Any payment made by Owner shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.

18.5 **Substantial Performance will not be granted until all Manuals, As-Builts, ESA Certificate, Fire Alarm Verification, owner training, commissioning, City building permit etc. has been completed and submitted. All systems must be operational prior to Substantial Performance being awarded.**

19 Workers Compensation

19.1 The Contractor will provide Owner with current certificates of clearance from the Workers Compensation Board or Commission de la Santé et Sécurité au Travail of the Province in which the Work is being undertaken throughout the course of the Contract.

20 Toxic and Hazardous Substances and Materials

20.1 If the Contractor encounters toxic or hazardous substances or materials the Contractor shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances or material and shall immediately report its findings to Owner by telephone or fax and confirm in writing.

20.2 If the Contractor is delayed or incurs additional costs as a result of encountering heretofore-unknown toxic substances or materials the time for performance of the Work shall be extended and the Contractor will be reimbursed its proper costs.

20.3 The Contractor shall dispose of all toxic and hazardous substances and materials in accordance with all federal, provincial and municipal standards, codes and regulations.

20.4 Contractor shall not bring any toxic or hazardous substances or materials to site. If such substances are found they shall be removed and replaced. Contractor will incur all costs associated.

21 Cooperation and Protection

21.1 The Contractor shall cooperate fully with other Contractors or Workers sent onto the Place of Work.

- 21.2 Perform Work with a minimum disturbance to occupants, public and normal use of the premises.
- 21.3 The Contractor shall give the required notices and shall comply with the laws, ordinances, rules, regulations, codes and orders of Authorities having jurisdiction that relate to the Work, the preservation of public health and to construction safety.
- 21.4 The Contractor will comply with the requirements of the current building use. All required documents are available for study from Owner. Make all provisions for required training from Owner.
- 21.5 The Contractor will be responsible for security for security of the building. Further building shall be secured at end of each shift including locking or securing of all entry points and arming of security system. If failure to secure and arm building owner may require third party security company to be retained at contractor's expense.
- 21.6 The Contractor shall be solely responsible for construction safety at the place of the Work.
- 21.7 Should the prosecution of the Work require interference with any electronic voice and data equipment operated by the Owner then the Contractor will adhere to and comply with the Owner's operational procedure.

22 Controlled Products

- 22.1 The Contractor shall ensure that where substances classified as controlled products under the Control Products Regulations are to be used at the place of the Work, the Contractor shall ensure that his employees receive appropriate training as per Provincial/Federal Regulations and the Workplace Hazardous Materials Information System (WHMIS).
- 22.2 The Contractor shall ensure that all controlled products are identified to the Consultant and shall obtain Material Safety Data sheet (MSDS) for controlled products, which shall be made available at the place of Work.
- 22.3 Owner must be advised when controlled products are brought onto the place of Work.

23 Quality Control

- 23.1 Upon award of Contract the Contractor, if requested, shall submit to Owner a quality management plan indicating quality goals, objectives and implementation processes and proposed reporting mechanisms. Where possible the Contractor shall conform to ISO 9000 standards and practices.

24 Amendments

- 24.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be valid unless effected by a written amendment, signed by authorized representatives of the Contractor and Owner.

25 Entire Agreement

- 25.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

25.2 Valuation of Changes in the Work

25.3 When the valuation of a change in the Work is to be determined either by estimate and acceptance in lump sum, or by cost and a fixed or percentage fee, the valuation shall be in accordance with the following:

Work Performed by Own Forces + 10%
Work Performed by Sub-Contractors + 5%

Contractor to provide detailed breakdown of estimate if requested.

26 Guarantee

26.1 The Contractor shall: a) guarantee all materials and Workmanship used in the Work to be strictly in accordance with the tender documents and to be of the best quality; b) provide a first class job with proper and efficient operations and free from all defects.

26.2 Any defects that may appear in any of the Work within one (1) year after the written acceptance by Owner, (ordinary wear and tear accepted) all be replaced by the Contractor without additional expense to Owner.

26.3 Where any such defects occur, this Contractor shall be held responsible for all costs incurred in making good the defective Work. All damage to other materials, equipment, systems, fixtures, building and landscape caused by such defects, repairs, maintenance and servicing shall be made good at the Contractor's expense.

27 Schedule of Work

27.1 Prepare schedule in form of a horizontal bar chart. Project date shall start at receipt of Building Permit and Contract.

27.2 Provide a separate bar for each major item of work or operation. Split horizontally for projected and actual performance.

27.3 Provide horizontal time scale identifying first work day of each week.

27.4 Format for listings: chronological order of start of each item of work.

27.5 Identification of listings: By specification Section numbers or Systems description.

27.6 Submit initial format of schedules within 10 days after award of Contract.

27.7 Submit schedules in electronic format on disc in file format as required by the Consultant and hard copies.

27.8 Submit two hard copies to Consultant and Owner.

27.9 Submit revised progress schedule with each application for payment.

27.10 Distribute copies of revised schedule to:

- 1) Job site office.
- 2) Subcontractors.
- 3) Other concerned parties

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- 27.11 Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.
- 27.12 Work may be carried out during regular working hours or for scheduling purposes after hours, as long as there is no interruption to other operations in the building. If there are noise complaints, or work affecting operations, work will have to be completed after hours. All demolition and heavy construction must be done after hours/weekends.
- 27.13 Regulatory Requirements
- .1 Permits:
 - .1 Provide authorities having jurisdiction with information requested.
 - .2 Pay for and obtain all certificates and permits required including for the building permit.
 - .3 Contractor to provide information as necessary to obtain permits.
 - .4 Date of Construction Schedule to start on the date of receipt of Building Permit
 - .2 Building Codes:
 - .1 The project work has been documented to comply with the requirements of the Ontario Building Code (latest version) and all amendments to date.
 - .2 Modifications to the project must not reduce the requirements of the Ontario Building Code.
 - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
 - .4 Conform to Ontario Fire Code, latest amendment.
 - .3 Safety Codes:
 - .1 Comply with the requirements of the Ontario Ministry of Labour specifically, and municipal and/or federal authorities as applicable for construction safety on this project.
 - .2 Contractor to include all costs for temporary facilities necessary to comply with safety standards.
 - .3 Conform to local by-laws which amend or expand upon the requirements of the Ontario Building Code, where known.
 - .4 Maintain access to exits at ALL times.
- 28 Extension of Contract**
- 28.1 Extension of Contract will not be granted without providing just cause delivered to Consultant and approved by Owner
- 29 Construction Meeting**
- 29.1 Project meetings will be held regularly, at weekly or bi-weekly intervals as determined at the Pre-construction meeting, throughout the course of the project.
- 29.2 Such meetings shall be attended by representatives of the Owner, Consultant(s), Contractor's Project Supervisor and the Job Superintendent, Mechanical subcontractor,

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Electrical subcontractor and any other subtrades currently working on site, or are imminent to commence working on site, or as requested by the Consultant. Representatives attending the meeting shall have the authority to speak for and make commitments for the Company/Firm being represented.

29.3 The Contractor shall chair the meetings and take and distribute minutes of each subsequent meeting, issue all notices in regard to forthcoming meetings, and arrange for attendance of all trade representatives, and shall provide suitable premises for such meetings.

29.4 Format minutes with section headings as noted below. Append each item with an Action By comment indicating company/firm responsible for follow up (include due date where applicable).

- .1 **Old Business:** review and approval of minutes of previous meeting. Maintain outstanding/unresolved issues in the minutes of the meeting.
- .2 **New Business:**
 - .1 Completed Construction: review of work in progress since previous meeting.
 - .2 Field observations: problems, conflicts and resolutions.
 - .3 Construction Schedule: problems that may impede construction schedule and actions taken to correct.
 - .4 Delivery: review of off-site fabrication and delivery schedules.
 - .5 Impending Construction: work to be completed prior to next meeting and information/coordination required to complete.
 - .6 Safety issues: concerns and accident reports.
 - .7 Changes: proposed changes to contract, status of pricing/approval.
- .3 **Other Business:** Include any additional items deemed necessary by the contractor.

30 Security Clearance

30.1 The Contractor shall, upon request by Owner, provide and cause all persons employed on the Work to provide personal data for Security Clearances purposes. Such security clearance may include criminal background check.

31 Cutting And Patching

31.1 Submit written request in advance of cutting or alteration which affects; Structural integrity of any element of Project, Integrity of weather-exposed or moisture-resistant elements, Efficiency, maintenance, or safety of any operational element, Visual qualities of sight-exposed elements, Work of Owner or separate contractor.

31.2 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

31.3 Prior to breaking any walls or openings, provide a letter from a professional engineer certifying the method of breaking and patching of the walls is acceptable and will not affect the structural integrity of the building.

31.4 Perform removal, cutting, fitting, and patching to complete the Work.

31.5 Perform work to avoid damage to other work.

31.6 Restore work with new products in accordance with Contract Documents.

31.7 At penetration of fire-rated wall, ceiling, of floor construction, completely seal voids with fire-rated, fire-resistant material, full thickness of construction element.

32 Shop Drawings and Product Data

32.1 "Shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of the Work.

32.2 Provide Shop Drawings and Product Data for all new Equipment listed within Contract Documents.

32.3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.

32.4 Adjustments made on shop drawings by Engineer are not intended to change Contract Price.

32.5 **Submit digital copies of shop drawings for each requirement requested in specification Sections and as Engineer may reasonably request for review.**

33 Record Drawings

33.1 After award of Contract, Engineer will provide a PDF set of drawings for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Owner. Use sharp red pencil indicating all deviations from contract documents.

33.2 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Engineer. On completion of each phase of Work and prior to final inspection, submit record documents to Engineer.

34 Maintenance Manuals/Data Books

34.1 **At Substantial Performance, submit to Engineer, a digital copy of operating and maintenance manuals for review.**

34.2 Manuals to contain operational information on sophisticated materials, equipment any maintenance information and part replacements.

34.3 Upon review and approval of digitally submitted manuals. Contractor to provide (2) hard copy manuals which shall be bound 8"x11" and divided in a neat and orderly fashion, along with Digital Copy of Maintenance Manuals.

35 Construction Facilities and Temporary Controls

- 35.1 Existing building will be occupied and cleaned during construction. Execute Work to cause minimum interference with activities in existing construction and maintain maximum safety to occupants. Take reasonable measures to minimize and control noise, dirt and dust during Work.
- 35.2 Before entering existing premises to carry out Work or to obstruct or take out of use any area of existing premises, or to cause any other interference, request meeting with Owner's representative in order to reach agreement as to time and length of time you may cause interference, possess, obstruct or remove from use any such area or services.
- 35.3 Provide construction facilities and temporary controls in order to execute work expeditiously. Remove from site all such work after use.
- 35.4 Furnish and install all necessary temporary wiring and panels and upon completion of the Work, remove all such temporary facility.
- 35.5 Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, for inspection and safety.
- 35.6 Telephone: Contractor to make their own arrangements for telephone facilities.
- 35.7 One (1) Existing facility (clearly indicated before commencement of work by owner) within the building are available for the Contractor's use. Keep facilities clean and neat.
- 35.8 Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Engineer.
- 35.9 Contractor is responsible to provide temporary heating and ventilation as required to ensure building meets OBC/Owner standards. Provide minimum temperature of 18 deg. C during heating season until main source of heating can be commissioned and project is completed and signed off.
- 35.10 All cost for temporary measures is the responsibility of the Contractor.
- 35.11 Upon award of the Contract review the project site and provide a proposed Construction Area Map at the Pre-Construction meeting which indicates the following:
1. Contractor equipment access to site
 2. Construction parking
 3. Material storage areas
 4. Construction Trailer locations
 5. Sanitary Facilities
 6. Limit of construction (and location of construction barricade)
 7. Safety and First Aid Stations
 8. Security Station

In preparing map do not restrict the Owners use of the Property.

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- 35.12 Revise map as required and circulate to all construction forces. Direct all subtrades and suppliers to provide deliveries to approved areas.
- 35.13 During any contract operations involving equipment stationed at ground level, or presenting a hazard to people or traffic at ground level, provide temporary barricades, walks, hoarding, covered walks, and the like to permit safe passage of persons to and from all building entrances and exits.
- 35.14 Do not, at any time, restrict fire fighting access to the building or site.
- 35.15 Keep designated parking areas clean at all times and, on job completion, provide ongoing repair to temporary surfaces to eliminate ruts, bumps and other deterioration due to use by the Contractor and their trades.
- 35.16 Obtain and pay for additional storage or work areas off site as needed for operations.
- 35.17 Provide dust and safety barriers between occupied and construction space and allow access through to other areas in the building.

36 Certificates And Transcripts

- 36.1 Prior to signing of the Contract, submit the following:
- 36.2 Liability Insurance Policy, General Conditions as amended by the Supplementary Conditions, Name of the Contractor's Superintendent, Certificate of Clearance from the Workers' Compensation Board, Construction Schedule of Work, and any other items requested.
- 36.3 Prior to the application of first payment claim, submit the following:
- 36.4 Schedule and Schedule of Values, Estimate of Monthly Progress Claims Job Progress Schedule Updates, and any other items requested.
- 36.5 Prior to submission of final payment claim, submit the following:
- 36.6 Record Drawings, Maintenance Manuals/Data Books, Final inspection certificate by Electrical Safety Authority, Statutory Declaration, Certificate of Clearance from Workers' Compensation Board and any other items requested.

End of Section

APPENDIX 'A'

CCDC Template

CCDC 2

Stipulated Price Contract

2 0 2 0

[Name of Project]

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 – 2020 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

CCDC 2 STIPULATED PRICE CONTRACT

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CCDC 2 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 2.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement made on _____ 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 below the description or title of the *Work*)

located at (insert below the *Place of the Work*)

for which the Agreement has been signed by the parties, and for which (insert below 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 *Ready-for-Takeover*, 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 bid documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

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

- Agreement between *Owner* and *Contractor*
- Definitions
- General Conditions

*

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; Division 01 of the Specifications – GENERAL REQUIREMENTS; Project information that the Contractor may rely upon; technical Specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; Drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; time schedule)

ARTICLE A-4 CONTRACT PRICE

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

/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 *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 *Payment Legislation*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall:

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

5.2 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by adjudication, arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.
 Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by *(Insert name of chartered lending institution whose prime rate is to be used)*

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

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.2.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

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

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it will be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* will be deemed to have been received on the *Working Day* next following such day.

6.4 A *Notice in Writing* sent by any form of electronic communication will be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.

6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

*name of Owner**

address

email address

Contractor

*name of Contractor**

address

email address

Consultant

*name of Consultant**

address

email address

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

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English / French # language shall prevail.
Complete this statement by striking out inapplicable term.
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

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

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

name of Owner

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

- N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:*
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

DEFINITIONS

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

Change Directive

A *Change Directive* is a written instruction prepared by the *Consultant* and signed by the *Owner* directing the *Contractor* to proceed with a change in the *Work* within the general scope of the *Contract Documents* prior to the *Owner* and the *Contractor* agreeing upon adjustments in the *Contract Price* and the *Contract Time*.

Change Order

A *Change Order* is a written amendment to the *Contract* prepared by the *Consultant* and signed by the *Owner* and the *Contractor* stating their agreement upon:

- a change in the *Work*;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Equipment

Construction Equipment means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The *Consultant* is the Architect, the Engineer or entity licensed to practise in the province or territory of the *Place of the Work*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time from commencement of the *Work* to the date of *Ready-for-Takeover* as stipulated in paragraph 1.3 of Article A-1 of the Agreement – THE WORK .

Contractor

The *Contractor* is the person or entity identified as such in the Agreement.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Contract Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing*, where identified in the *Contract Documents*, is a written communication between the parties or between them and the *Consultant* that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Other Contractor

Other Contractor means a contractor, other than the *Contractor* or a *Subcontractor*, engaged by the *Owner* for the *Project*.

Payment Legislation

Payment Legislation means such legislation in effect at the *Place of the Work* which governs payment under construction contracts.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures forming part of the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the total construction contemplated of which the *Work* may be the whole or a part.

Ready-for-Takeover

Ready-for-Takeover shall have been attained when the conditions set out in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER have been met, as verified by the *Consultant* pursuant to paragraph 12.1.4.2 of GC 12.1 – READY-FOR-TAKEOVER.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Contractor* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Contract Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the services necessary for the performance of the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models, or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Consultant* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Contractor* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the execution of the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Contractor* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

GENERAL CONDITIONS

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 The *Contract Documents* are complementary, and what is required by one shall be as binding as if required by all. Performance by the *Contractor* shall be required only to the extent consistent with the *Contract Documents*.
- 1.1.3 The *Contractor* shall review the *Contract Documents* for the purpose of facilitating co-ordination and execution of the *Work* by the *Contractor*.
- 1.1.4 The *Contractor* is not responsible for errors, omissions or inconsistencies in the *Contract Documents*. If there are perceived errors, omissions or inconsistencies discovered by or made known to the *Contractor*, the *Contractor* shall promptly report to the *Consultant* and shall not proceed with the work affected until the *Contractor* has received corrected or additional information from the *Consultant*.
- 1.1.5 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 *Owner* and *Contractor*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - Division 01 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 amended or later dated documents shall govern over earlier documents of the same type.
 - .5 noted materials and annotations shall govern over graphic indications.
- 1.1.6 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*.
- 1.1.7 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.8 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.9 Neither the organization of the *Specifications* nor the arrangement of *Drawings* shall control the *Contractor* in dividing the work among *Subcontractors* and *Suppliers*.
- 1.1.10 *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*.
- 1.1.11 Physical 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*, the *Consultant* or the *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC 1.4 ASSIGNMENT

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

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

- 2.1.1 The *Consultant* will have authority to act on behalf of the *Owner* only to the extent provided in the *Contract Documents*, unless otherwise modified by written agreement as provided in paragraph 2.1.2.
- 2.1.2 The duties, responsibilities and limitations of authority of the *Consultant* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner*, the *Consultant* and the *Contractor*.

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 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 – PAYMENT and GC 5.5 – FINAL PAYMENT.
- 2.2.5 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 perform the *Work* in accordance with the *Contract Documents*.
- 2.2.6 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*.
- 2.2.7 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.
- 2.2.8 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*.
- 2.2.9 The *Consultant's* interpretations and findings will be given in writing to the parties within a reasonable time.
- 2.2.10 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.
- 2.2.11 The *Consultant* will have authority to reject work which in the *Consultant's* opinion does not conform to the requirements of the *Contract Documents*. Whenever the *Consultant* considers it necessary or advisable, the *Consultant* will have authority to require inspection or testing of work, whether or not such work is fabricated, installed or completed. However, neither the authority of the *Consultant* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Consultant* to the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or other persons performing any of the *Work*.
- 2.2.12 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*.
- 2.2.13 The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other submittals by the *Contractor*, in accordance with the *Contract Documents*.

- 2.2.14 The *Consultant* will prepare *Change Orders* and *Change Directives* as provided in GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.2.15 The *Consultant* will conduct reviews of the *Work* to determine the date of *Substantial Performance of the Work* and verify that *Ready-for-Takeover* has been attained.
- 2.2.16 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.
- 2.2.17 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.
- 2.2.18 If the *Consultant's* engagement is terminated, the *Owner* shall immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and whose duties and responsibilities under the *Contract Documents* will be that of the former *Consultant*.

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*, 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 required 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 others 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 was incorporated in the *Work* or 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 finding.

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 THE 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 the *Owner's* own forces with the *Work* of the *Contract*;
- .2 enter into separate contracts with *Other Contractors* under conditions of contract which are compatible with the conditions of the *Contract*;
- .3 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
- .4 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 co-ordinate and schedule the *Work* with the work of *Other Contractors* or the *Owner's* own forces that are identified in the *Contract Documents*;
- .3 participate with *Other Contractors* and the *Owner* in reviewing their construction schedules when directed to do so; and
- .4 report promptly 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 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.

3.2.5 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. In the absence of *Other Contractors* having reciprocal obligations, disputes and other matters in question initiated by the *Contractor* against *Other Contractors* will be considered disputes and other matters in question between the *Contractor* and the *Owner*.

3.2.6 Should the *Owner*, the *Consultant*, *Other Contractors*, or anyone employed by them directly or indirectly 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.

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* unless otherwise specified in the *Contract Documents*.

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

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

GC 3.4 CONSTRUCTION SCHEDULE

3.4.1 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 3.5 SUPERVISION

3.5.1 The *Contractor* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while the *Work* is being performed. The appointed representative shall not be changed except for valid reason.

3.5.2 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 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.1 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 applicable 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 any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Contractor*.

3.6.2 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.

3.6.3 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.

3.6.4 If the *Owner* requires the *Contractor* to change a proposed *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the difference occasioned by such required change.

3.6.5 The *Contractor* shall not be required to employ as a *Subcontractor* or *Supplier*, a person or firm to which the *Contractor* may reasonably object.

3.6.6 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 3.7 LABOUR AND PRODUCTS

3.7.1 The *Contractor* shall maintain good order and discipline among the *Contractor's* employees engaged on the *Work* and employ only workers that are skilled in the tasks assigned.

3.7.2 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*.

3.7.3 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*.

GC 3.8 SHOP DRAWINGS

3.8.1 The *Contractor* shall provide *Shop Drawings* as required in the *Contract Documents*.

3.8.2 The *Contractor* shall provide *Shop Drawings* to the *Consultant* to review in accordance with an agreed schedule, or in the absence of an agreed schedule, in orderly sequence and sufficiently in advance so as to cause no delay in the *Work* or in the work of *Other Contractors* or the *Owner's* own forces.

- 3.8.3 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*.
- 3.8.4 The *Consultant's* review is for conformity to the design concept and for general arrangement only.
- 3.8.5 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.
- 3.8.6 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*.
- 3.8.7 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*.

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 the *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, 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*.
- 4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.
- 4.1.6 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 items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

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

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT shall be submitted monthly to the *Owner* and the *Consultant* simultaneously 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 as specified in the *Contract* and supported by such evidence as the *Consultant* may reasonably require.
- 5.2.6 Applications for payment shall be based on the schedule of values accepted by the *Consultant* and shall comply with the provisions of *Payment Legislation*.
- 5.2.7 Each application for payment shall include evidence of compliance with workers' compensation legislation at the *Place of the Work* and after the first payment, a declaration by the *Contractor* as to the distribution made of the amounts previously received using document CCDC 9A 'Statutory Declaration'.
- 5.2.8 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 PAYMENT

- 5.3.1 After receipt by the *Consultant* and the *Owner* of an application for payment submitted by the *Contractor* in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT:
 - .1 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* certifies a different amount, or rejects the application or part thereof, the *Owner* shall promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
 - .2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 28 calendar days after the receipt by the *Owner* and the *Consultant* of the application for payment, and in any event, in compliance with *Payment Legislation*.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to certify or verify the validity of the application for *Substantial Performance of the Work* and will promptly, and in any event, no later than 20 calendar days after receipt of the *Contractors* 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*.
- 5.4.2 Where the holdback amount required by the applicable lien legislation has not been placed in a separate lien holdback account, the *Owner* shall, no later than 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*.
- 5.4.3 Subject to the requirements of any *Payment Legislation*, all holdback amount prescribed by the applicable lien legislation for the *Work* shall become due and payable to the *Contractor* no later than 10 *Working Days* following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*.
- 5.4.4 The *Contractor* shall submit an application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.
- 5.4.5 Where legislation permits progressive release of the holdback for a portion of the *Work* and the *Consultant* has certified or verified that the part of the *Work* has been performed prior to *Substantial Performance of the Work*, the *Owner* hereby agrees to release, and shall release, such portion to the *Contractor* in accordance with such legislation.

5.4.6 Notwithstanding any progressive release of the holdback, the *Contractor* shall ensure that such parts of the *Work* 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 the holdback was released.

GC 5.5 FINAL PAYMENT

- 5.5.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall submit an application for final payment.
- 5.5.2 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 when the *Consultant* finds the *Contractor*'s application for final payment valid, the *Consultant* will promptly issue a final certificate for payment to the *Owner*, with a copy to the *Contractor*.
- 5.5.3 If the *Consultant* rejects the application or part thereof, the *Owner* will promptly issue a written notice to the *Contractor* giving reasons for the revision or rejection, such written notice to be in compliance with *Payment Legislation*.
- 5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any 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 and in any event, in compliance with *Payment Legislation*.

GC 5.6 DEFERRED WORK

5.6.1 If because of climatic or other conditions reasonably beyond the control of the *Contractor*, or if the *Owner* and the *Contractor* agree that, there are items of work that must be deferred, 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 deferred *Work*.

GC 5.7 NON-CONFORMING WORK

5.7.1 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 to the *Consultant*, in a form that can be reasonably evaluated, 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 the *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 applications for progress payment.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Contractor* to proceed with a change in the *Work* prior to the *Owner* and the *Contractor* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner*, through the *Consultant*, shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change in the *Work* which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.

- 6.3.4 Upon receipt of a *Change Directive*, the *Contractor* shall proceed promptly with the change in the *Work*.
- 6.3.5 For the purpose of valuing *Change Directives*, changes in the *Work* that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Contractor*'s actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Contractor*'s cost, the *Contract Price* shall be increased by the amount of the net increase in the *Contractor*'s cost, plus the *Contractor*'s percentage fee on such net increase.
 - .2 If the change results in a net decrease in the *Contractor*'s cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Contractor*'s cost, without adjustment for the *Contractor*'s percentage fee.
 - .3 The *Contractor*'s fee shall be as specified in the *Contract Documents* or as otherwise agreed by the parties.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following in as much as it contributes directly to the implementation of the *Change Directive*:

Labour

- .1 rates that are listed in the schedule or as agreed by the *Owner* and the *Contractor* including wages, benefits, compensation, contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan for:
 - (1) trade labour in the direct employ of the *Contractor*;
 - (2) the *Contractor*'s personnel when stationed at the field office;
 - (3) the *Contractor*'s personnel engaged at shops or on the road, in expediting the production or transportation of materials or equipment; and
 - (4) the *Contractor*'s office personnel engaged in a technical capacity, or other personnel identified in Article A-3 of the Agreement – CONTRACT DOCUMENTS for the time spent in the performance of the *Work*;

Products, Construction Equipment and Temporary Work

- .2 cost of all *Products* including cost of transportation thereof;
- .3 in the absence of agreed rates, cost less salvage value of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000 owned by the *Contractor*;
- .4 rental cost of *Construction Equipment*, *Temporary Work* and tools, exclusive of hand tools under \$1,000;
- .5 cost of all equipment and services required for the *Contractor*'s field office;

Subcontract

- .6 subcontract amounts of Subcontractor with pricing mechanism approved by the *Owner*;

Others

- .7 travel and subsistence expenses of the *Contractor*'s personnel described in paragraph 6.3.7.1;
- .8 deposits lost provided that they are not caused by negligent acts or omissions of the *Contractor*;
- .9 cost of quality assurance such as independent inspection and testing services;
- .10 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .11 royalties, patent license 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;
- .12 premium for all contract securities and insurance for which the *Contractor* is required, by the *Contract Documents*, to provide, maintain and pay in relation to the performance of the *Work*;
- .13 losses and expenses sustained by the *Contractor* for matters which are the subject of insurance under the policies prescribed in GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts or within the deductible amounts;
- .14 taxes and duties, other than *Value Added Taxes*, income, capital, or property taxes, relating to the *Work* for which the *Contractor* is liable;
- .15 charges for voice and data communications, courier services, expressage, transmittal and reproduction of documents, and petty cash items;
- .16 cost for removal and disposal of waste products and debris;
- .17 legal costs, incurred by the *Contractor*, in relation to the performance of the *Work* provided that they are not:
 - (1) relating to a dispute between the *Owner* and the *Contractor* unless such costs are part of a settlement or awarded by arbitration or court,
 - (2) the result of the negligent acts or omissions of the *Contractor*, or
 - (3) the result of a breach of this *Contract* by the *Contractor*;
- .18 cost of auditing when requested by the *Owner*; and
- .19 cost of *Project* specific information technology in accordance with the method determined by the parties.

- 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* performance of the *Work* attributable to the *Change Directive* 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.
- 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 a finding.
- 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* and 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 *Owner*, through the *Consultant*, shall 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 promptly inform 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 the *Owner*, the *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, resulting in the failure of the *Contractor* to attain *Ready-for-Takeover* by the date stipulated in Article A-1 of the Agreement – THE WORK, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The *Contractor* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Contractor* as the result of such delay.
- 6.5.3 If the *Contractor* is delayed in the performance of the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Contractor* is a member or to which the *Contractor* is otherwise bound),
 - .2 fire, unusual delay by common carriers or unavoidable casualties,
 - .3 abnormally adverse weather conditions, or

- 4 any cause beyond the *Contractor's* control other than one resulting from a default or breach of *Contract* by the *Contractor*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*, the *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 2.2.12 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 and the *Consultant* will make a finding upon such claim.
- 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 perform 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* which provides the detail of such neglect to perform the *Work* properly or such failure to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Contractor Notice in Writing*, containing particulars of the default including references to applicable provisions of the *Contract*, that the *Contractor* is in default of the *Contractor's* contractual obligations and instruct the *Contractor* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.1.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Contractor* shall be in compliance with the *Owner's* instructions if the *Contractor*:
- .1 commences the correction of the default within the specified time,
 - .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 by giving *Notice in Writing*:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Contractor* for the *Work* 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,
 - .2 withhold further payment to the *Contractor* until a final certificate for payment is issued,
 - .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 in force 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*,
 - .2 the *Consultant* fails to issue a certificate as provided in Part 5 of the General Conditions – PAYMENT,
 - .3 the *Owner* fails to pay the *Contractor* when due the amounts certified by the *Consultant* or awarded by adjudication, arbitration or court, or
 - .4 the *Owner* fails to comply with the requirements of the *Contract* to a substantial degree and the *Consultant*, except for GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER, gives a written statement to the *Owner* and the *Contractor* that provides detail of such failure to comply with the requirements of the *Contract* to a substantial degree.
- 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* by giving a *Notice in Writing* to the *Owner* under the conditions set out above, the *Contractor* shall be entitled to be paid for all work performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved

in the first instance by findings of the *Consultant* as provided in GC 2.2 – ROLE OF THE CONSULTANT, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

- 8.1.2 If a dispute arises under the *Contract* in respect of a matter in which the *Consultant* has no authority under the *Contract* to make a finding, the procedures set out in paragraph 8.1.3 and paragraphs 8.3.3 to 8.3.8 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION, and in GC 8.4 – 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 ADJUDICATION

- 8.2.1 Nothing in this *Contract* shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by applicable legislation.

GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.3.1 In accordance with the rules for mediation as provided in CCDC 40 'Rules for Mediation and Arbitration of Construction Industry Disputes' 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.
- 8.3.2 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*.
- 8.3.3 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.
- 8.3.4 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.3.2, 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 as provided in CCDC 40 in effect at the time of bid closing.
- 8.3.5 If the dispute has not been resolved at the mediation or within such further period as is agreed by the parties, the Project Mediator will terminate the mediated negotiations by giving *Notice in Writing* to the *Owner*, the *Contractor* and the *Consultant*.
- 8.3.6 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 8.3.5, either party may refer the dispute to be finally resolved by arbitration under the rules of arbitration 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*.
- 8.3.7 On expiration of the 10 *Working Days*, the arbitration agreement under paragraph 8.3.6 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.3.6 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.3.8 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.3.6, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.3.6 shall be:
- .1 held in abeyance until:
 - (1) *Ready-for-Takeover*,
 - (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 8.3.6.

GC 8.4 RETENTION OF RIGHTS

- 8.4.1 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.
- 8.4.2 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 8.3.6 of GC 8.3 – 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*, 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 or omissions in the *Contract Documents*; or
 - .2 acts or omissions by the *Owner*, the *Consultant*, *Other Contractors*, or 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 the *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 substance 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 any toxic or hazardous substance which was present at the *Place of the Work* prior to the *Contractor* commencing the *Work*.
- 9.2.5 If the *Contractor*
- .1 encounters toxic or hazardous substances at the *Place of the Work*, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Contractor* or anyone for whom the *Contractor* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Contractor* shall
 - .3 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substance 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 the *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 the *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 13.1 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and the *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 13.1 – 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 *Owner*, through the *Consultant*, shall 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 The *Contractor* shall be responsible for establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work* in accordance with the applicable health and safety legislation.
- 9.4.2 The *Owner* and the *Contractor* shall comply with all health and safety precautions and programs established at the *Place of the Work*.
- 9.4.3 The *Owner* and the *Contractor* shall comply with the rules, regulations and practices required by the applicable health and safety legislation.
- 9.4.4 The *Owner* shall cause the *Consultant*, *Other Contractors* and the *Owner's* own forces to comply with all health and safety precautions and programs established by the *Contractor* at the *Place of the Work*.
- 9.4.5 Nothing in this *Contract* shall affect the determination of liability under the applicable health and safety legislation.

GC 9.5 MOULD

- 9.5.1 If the *Contractor* or the *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,
 - .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 the *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 the *Contractor*.
- 9.5.2 If the *Owner* and the *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,
 - .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 9.5.1.3, and
 - .4 indemnify the *Owner* as required by GC 13.1 – INDEMNIFICATION.
- 9.5.3 If the *Owner* and the *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,
 - .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,
 - .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 13.1 – INDEMNIFICATION.
- 9.5.4 If either party does not accept the expert's finding under paragraph 9.5.1.3, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.2 or 9.5.3, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided by GC 9.5 – MOULD.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

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

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for development approvals, building permit, permanent easements, rights of servitude, and all other necessary approvals and permits, except for the permits and fees referred to in paragraph 10.2.3 or for which the *Contract Documents* specify as the responsibility of the *Contractor*.
- 10.2.3 The *Contractor* shall be responsible for the procurement of permits, licences, inspections, and certificates, which are necessary for the performance of the *Work* and customarily obtained by contractors in the jurisdiction of the *Place of the Work* after the issuance of the building permit. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Contractor* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the performance of the *Work* and which relate to the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Contractor* shall not be responsible for verifying that the *Contract Documents* are in compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Work*. If the *Contract Documents* are at variance therewith, or if, subsequent to the time of bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Contractor* shall advise the *Consultant* in writing requesting direction immediately upon such variance or change becoming known. The *Consultant* will issue 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; 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 physical model, plan or design of which was supplied to the *Contractor* as part of the *Contract*.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Work*, and again with the *Contractor*'s applications for payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*.

PART 11 INSURANCE

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 13.1 – INDEMNIFICATION, the *Contractor* shall provide, maintain and pay for the following insurance coverages, the 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 *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover* on an ongoing basis for a period of 6 years following *Ready-for-Takeover*.
 - .2 Automobile Liability Insurance from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.
 - .3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or non-owned manned or unmanned 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 *Ready-for-Takeover*;
 - (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*; and
 - (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 *Ready-for-Takeover*.
 - .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 *Other Contractors*, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by the *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 *Ready-for-Takeover*.
- .8 *Contractors' Pollution Liability Insurance* from the date of commencement of the *Work* until one year after the date of *Ready-for-Takeover*.

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 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 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.

PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

12.1.1 The prerequisites to attaining *Ready-for-Takeover* of the *Work* are limited to the following:

- .1 The *Consultant* has certified or verified the *Substantial Performance of the Work*.
- .2 Evidence of compliance with the requirements for occupancy or occupancy permit as prescribed by the authorities having jurisdiction.
- .3 Final cleaning and waste removal at the time of applying for *Ready-for-Takeover*, as required by the *Contract Documents*.
- .4 The delivery to the *Owner* of such operations and maintenance documents reasonably necessary for immediate operation and maintenance, as required by the *Contract Documents*.
- .5 Make available a copy of the as-built drawings completed to date on site.
- .6 Startup, testing required for immediate occupancy, as required by the *Contract Documents*.
- .7 Ability to secure access to the *Work* has been provided to the *Owner*, if required by the *Contract Documents*.
- .8 Demonstration and training, as required by the *Contract Documents*, is scheduled by the *Contractor* acting reasonably.

12.1.2 If any prerequisites set forth in paragraphs 12.1.1.3 to 12.1.1.6 must be deferred because of conditions reasonably beyond the control of the *Contractor*, or by agreement between the *Owner* and the *Contractor* to do so, *Ready-for-Takeover* shall not be delayed.

12.1.3 When the *Contractor* considers that the *Work* is *Ready-for-Takeover*, the *Contractor* shall deliver to the *Consultant* and to the *Owner* a comprehensive list of items to be completed or corrected, together with a written application for *Ready-for-Takeover* for review. Failure to include an item on the list does not alter the responsibility of the *Contractor* to complete the *Contract*.

12.1.4 The *Consultant* will review the *Work* to verify the validity of the application and will promptly, and in any event, no later than 10 calendar days after receipt of the *Contractor's* list and application:

- .1 advise the *Contractor* in writing that the *Work* is not *Ready-for-Takeover* and give reasons why, or
- .2 confirm the date of *Ready-for-Takeover* in writing to each of the *Owner* and the *Contractor*.

12.1.5 Immediately following the confirmation of the date of *Ready-for-Takeover*, the *Contractor*, in consultation with the *Consultant*, shall establish a reasonable date for finishing the *Work*.

12.1.6 The provision of GC 12.1 – READY-FOR-TAKEOVER shall be subject to GC 12.2 – EARLY OCCUPANCY BY THE OWNER.

GC 12.2 EARLY OCCUPANCY BY THE OWNER

12.2.1 The *Owner* may take occupancy of a part or the entirety of the *Work* before *Ready-for-Takeover* has been attained only as agreed by the *Contractor* which agreement shall not be unreasonably withheld.

12.2.2 The *Owner* shall not occupy a part or the entirety of the *Work* without prior approval by authorities having jurisdiction.

12.2.3 If the *Owner* takes occupancy of a part of the *Work* before *Ready-for-Takeover* has been attained:

- .1 The part of the *Work* which is occupied shall be deemed to have been taken over by the *Owner* as from the date on which it is occupied.
- .2 The *Contractor* shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the *Owner*.
- .3 The warranty period specified in paragraph 12.3.1 of GC 12.3 – WARRANTY for that part of the *Work* shall start from the date on which it is occupied.

12.2.4 If the *Owner* takes occupancy of the entirety of the *Work* before all the prerequisites are met as described in paragraph 12.1.1 of GC 12.1 – READY-FOR-TAKEOVER, the *Work* shall, subject to the requirements of the applicable lien legislation, be deemed to achieve *Ready-for-Takeover*. This shall not relieve the *Contractor*'s responsibility to complete the *Work* in a timely manner.

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 when *Ready-for-Takeover* has been attained.

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.

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

13.1.1 Without restricting the parties' obligation to indemnify respecting toxic and hazardous substances, patent fees and defect in title claims all as described in paragraphs 13.1.4 and 13.1.5, 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 negligent 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 *Ready-for-Takeover* date 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*.

- 13.1.2 The obligation of either party to indemnify as set forth in paragraph 13.1.1 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 minimum liability insurance limit for one occurrence, of the applicable insurance policy, 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 indemnification by a party against the other with respect to losses suffered by them, such obligation shall be restricted to direct loss and damage, and neither party shall have any liability to the other for indirect, consequential, punitive or exemplary damages.
 - .4 In respect to indemnification respecting claims by third parties, the obligation to indemnify is without limit.
- 13.1.3 The obligation of either party to indemnify the other as set forth in paragraphs 13.1.1 and 13.1.2 shall be inclusive of interest and all legal costs.
- 13.1.4 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.
- 13.1.5 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*.
- 13.1.6 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 become known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this contract to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 13.2 WAIVER OF CLAIMS

- 13.2.1 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* no later than 5 calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work* or 20 calendar days following the *Ready-for-Takeover* date, whichever is later;
 - .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 respecting toxic and hazardous substances, patent fees and defect in title matters for which a right of indemnity could be asserted by the *Contractor* pursuant to the provisions of paragraphs 13.1.4 or 13.1.5 of GC 13.1 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the *Ready-for-Takeover* date.
- 13.2.2 The *Contractor* waives and releases the *Owner* from all claims resulting from acts or omissions which occurred after the *Ready-for-Takeover* date except for:
- .1 indemnification respecting third party claims, and claims respecting toxic and hazardous substances, patent fees and defect in title matters, all as referred in paragraphs 13.2.1.2 and 13.2.1.3; and
 - .2 claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Contractor* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.3 Subject to any lien legislation applicable to 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* under the *Contract*, 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 *Ready-for-Takeover* date, except as follows:
- .1 claims arising prior to or on the *Ready-for-Takeover* date for which *Notice in Writing* of claim has been received by the *Contractor* from the *Owner* no later than 20 calendar days following the *Ready-for-Takeover* date;

- .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 respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor* pursuant to the provisions of paragraph 13.1.4 of GC 13.1 – 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 *Ready-for-Takeover* date.
- 13.2.4 Respecting claims arising upon substantial defects and deficiencies in the *Work*, as referenced in paragraph 13.2.3.4, and notwithstanding paragraph 13.2.3.5, the *Owner* waives and releases the *Contractor* from all claims 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 *Ready-for-Takeover* date, provided that 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, the time within which any such claim may be brought shall be such shorter period as may be prescribed by any limitation statute of the Province or Territory of the *Place of the Work*.
- 13.2.5 The *Owner* waives and releases the *Contractor* from all claims arising from acts or omissions which occur after the *Ready-for-Takeover* date, except for:
- .1 indemnification for claims advanced against the *Owner* by third parties, as referenced in paragraph 13.2.3.2;
 - .2 claims respecting toxic and hazardous substances for which a right of indemnity could be asserted by the *Owner* against the *Contractor*, as referenced in paragraph 13.2.3.3;
 - .3 claims arising under GC 12.3 – WARRANTY; and
 - .4 claims for which *Notice in Writing* has been received by the *Contractor* from the *Owner* within 395 calendar days following the *Ready-for-Takeover* date.
- 13.2.6 "Notice in Writing of claim" as provided for in GC 13.2 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 13.2 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of an 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.
- 13.2.7 A claim for lien asserted under the lien legislation prevailing at the *Place of the Work* shall qualify as notice of claim for the purposes of this *Contract*.
- 13.2.8 The party giving the *Notice in Writing* of claim as provided for in GC 13.2 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 13.2.9 Where the event or series of events giving rise to a claim made under paragraphs 13.2.1 or 13.2.3 has a continuing effect, the detailed account submitted under paragraph 13.2.8 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 such claim 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.
- 13.2.10 Nothing in GC 13.2 – WAIVER OF CLAIMS shall be deemed to affect the rights of the parties under any lien legislation or limitations legislation prevailing at the *Place of the Work*.

APPENDIX 'B'
DSS

Tulloch
&
RiskCheck Environmental Ltd.



MEMO REPORT

DATE: February 2, 2022
TO: Corporation of the City of Sault Ste. Marie
FROM: TULLOCH Engineering
PROJECT: 21-1120
SUBJECT: Designated Substance Summary

TULLOCH Engineering (TULLOCH) was commissioned by the Corporation of the City of Sault Ste. Marie (Client) to complete a pre-renovation focused designated substance and hazardous materials survey (FDS&HMS) in support of the proposed interior renovations of the building located at 99 Foster Drive, Sault Ste. Marie, Ontario (the 'Site').

The objective of this FDS&HMS was to provide a comprehensive summary of substances that require removal and/or management prior to completing renovation at the Site. The FDS&HMS included the collection of building material samples suspected of containing asbestos and lead. Furthermore, the Site was investigated for the potential presence of designated substances as defined by Ontario Regulation 490/09 (O. Reg. 490/09) and hazardous materials as defined by various regulations.

TULLOCH understands that the entire building assessed is scheduled for focused renovations. More specifically the main entrance lobby will be undergoing renovations while the sprinkler system will be undergoing upgrades throughout the Site. TULLOCH's survey focused on all areas that were identified to be renovated in drawings prepared by MET Energy Systems and David Ellis Architect Inc. Based on TULLOCH's FDS&HMS, the following designated substances and potentially hazardous materials were identified within the Site:

- Drywall joint compound was found throughout the building. Drywall joints on walls, ceilings and bulkheads were noted to have varying quantities of drywall joint compound. One set of three drywall joint compound samples was collected and sent for analysis (S-002A-C).

Drywall joint compound contains chrysotile asbestos. All drywall finishes throughout the Site should be considered to contain asbestos unless additional testing proves otherwise.

- Parging cement insulation was found on pipe elbows and joints throughout the building on fibreglass insulation. Three samples of the parging cement insulation were collected and sent for analysis (S-004A-C). Parging cement on pipe elbows and joints throughout the building contains chrysotile asbestos.
- Texture coat on ceilings in the council chambers and Hamilton room has previously been identified to contain chrysotile asbestos. All texture coat present within the two rooms and any adjacent rooms is considered to contain chrysotile asbestos.

Due to the limited visibility above the ceiling tiles and behind walls it is possible some asbestos containing pipe insulation on straights and elbows could be present in concealed areas. Additional pipes might be present in wall cavities or under mill work. If any pipe insulation is encountered which is not fibreglass wrapped with canvas or a paper/foil jacket, it should be assumed to be asbestos containing.

Destruction of concrete block walls may reveal some older pipe insulation that could not be quantified during the survey without complete demolition. When demolishing walls, the contractor should pay careful attention to the type of pipe insulation and report any materials that differ from those identified in this report.

- Lead is considered to be present throughout the Site in wiring connectors, grounding conductors, solder and emergency back-up lights (lead-acid batteries).
- Very low levels of lead were found in beige paint (LP001) on some ductwork in mechanical rooms and above ceilings. Beige paint contains 0.0345% lead.
- Very low levels of lead were found in grey floor paint (LP002) which was observed in some mechanical rooms. Grey paint contains 0.088% lead.
- All fluorescent light tubes contain mercury vapour.
- All T5, T8 and T12 fluorescent light fixtures scheduled for removal should be dismantled and inspected for older PCB containing ballasts. Any fixtures that were retrofit to accept T8 and T5 bulbs may contain older PCB containing ballasts.
- Concrete materials, which have the potential of containing silica, were used in masonry, mortar, brick and concrete materials used for floors and walls throughout the structure.

All designated substances shall be removed or managed in place in accordance with all applicable provincial regulations. The removal of all designated substances shall be carried out by qualified



and appropriately trained workers in accordance with all provincial regulations. All contractors shall provide a written work plan for review, outlining how designated substances will be managed or abated prior to commencing with any work.



2023 ANNUAL ASBESTOS CONTAINING MATERIALS REASSESSMENT

**Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario**



Prepared for:

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

Prepared by:

RiskCheck Environmental Ltd.
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Toronto, Ontario, M2P 2A9
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**Report Date: October 5, 2023
RiskCheck Project No. 30803**



EXECUTIVE SUMMARY

RiskCheck Environmental Ltd. (RiskCheck) was retained by The Corporation of the City of Sault Ste. Marie (The City, Client) to conduct the 2023 Annual Asbestos Containing Materials (ACM) Reassessment in the building known as Civic Centre, located at 99 Foster Drive in Sault Ste. Marie, Ontario (subject building).

The 2023 Annual ACM Reassessment was requested by The City for long-term management of ACM in the subject building and to meet the requirements of Ontario Regulation (O. Reg.) 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* (as amended by O. Reg. 450/19).

Fieldwork was conducted on August 29, 2023 and included a visual inspection of previously identified ACM in the accessible areas of the subject building to identify changes that have occurred to the conditions and quantities of the known ACM, and to document any previously unidentified ACM that was observed.

Summary of Findings

The following asbestos containing materials were identified in the subject building:

- Parging cement pipe fitting insulation;
- Vinyl floor tiles;
- Drywall joint compound;
- Textured ceiling finishes; and
- Asbestos cement (Transite) panels.

Asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room (approximately nine (9) fittings) and require removal or encapsulation. All other ACM in the subject building was observed to be in good condition. Refer to Appendix A for details regarding quantities, specific locations, and recommended corrective actions for ACM.

Summary of Recommendations:

Based on the results of the 2023 Annual ACM Reassessment, the following recommendations are provided:

- 1) This 2023 Annual ACM Reassessment report should be read in conjunction with previous ACM related reports for the subject building.
- 2) Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

- 3) Any disturbance or removal of ACM must be completed by trained and qualified personnel following appropriate asbestos abatement work procedures as defined in O. Reg. 278/05 (as amended).
- 4) Known ACM must continue to be managed through the on-site Asbestos Management Program (AMP) for the subject building.
- 5) Reassess the asbestos containing materials and update the asbestos record at least once in a 12-month period.
- 6) Perform an intrusive Hazardous Building Materials Survey prior to any renovation or demolition work.

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Appendix B – Representative Site Photographs

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Appendix D – Limitations, Terms and Conditions of Retainer

1.0 INTRODUCTION

RiskCheck Environmental Ltd. (RiskCheck) was retained by The Corporation of the City of Sault Ste. Marie (The City, Client) to conduct the 2023 Annual Asbestos Containing Materials (ACM) Reassessment in the building known as Civic Centre, located at 99 Foster Drive in Sault Ste. Marie, Ontario (subject building).

The Annual ACM Reassessment was performed by Theresa Treasure on August 29, 2023. Access to the subject building was provided by Mr. Ron Bax, a representative of The City, who accompanied the RiskCheck representative during the site visit.

The 2023 Annual ACM Reassessment was requested by The City for long-term management of ACM in the subject building and to meet the requirements of Ontario Regulation (O. Reg.) 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations* (as amended by O. Reg. 450/19). The purpose of the reassessment was to identify any changes that may have occurred to the conditions and quantities of the known ACM that were previously identified in the subject building, update the supporting documents, and document any newly identified ACM that may have been observed.

2.0 SCOPE OF WORK

The Annual ACM Reassessment conducted by RiskCheck consisted of the following:

- Review of previous environmental reports (including previous surveys, drawings, abatement reports etc.) pertaining to the subject building provided to RiskCheck by the Client;
- Visual inspection and/or inquiry with the site contact as to the condition of known ACM based on locations and quantities previously reported;
- Update the 2022 ACM Reassessment summary table and figures where necessary;
- Obtain representative site photographs of previously identified ACM; and
- Preparation of a report summarizing the findings of items above and providing recommendations as necessary regarding the ongoing management of ACM identified at the subject building.

3.0 BUILDING DESCRIPTION

At the time of the site visit, the subject building was noted with the following details:

Component	Subject Building Features
Building Use:	Municipal offices
Number of Buildings	One (1)

Component	Subject Building Features	
Number of Levels:	Seven-storeys above grade	
Approximate Building Area:	<u>Square Metres (m²)</u> : 8,687	<u>Square Feet (ft²)</u> : 93,510
Year of Construction:	1974	Known Additions / Renovations: 2018
Flooring Finishes:	Carpet, concrete, quarry tiles, and vinyl floor tiles	
Wall Finishes:	Concrete block and drywall	
Ceiling Finishes:	Acoustic lay-in ceiling tiles, metal panels, and textured finishes	
Building Structure:	<u>Floor</u> : Concrete	
	<u>Wall Frame</u> : Concrete block structural steel (e.g., columns)	
	<u>Ceiling Frame</u> : Structural steel (e.g., beam, deck, joist)	
Building Exterior Facade:	Enamel panels and glazing	
Roofing Type:	Unknown (roof not within scope)	
Heating, Ventilation and Air Conditioning (HVAC):	Boiler units providing hot water heating to perimeter radiators and air handling units, and chillers providing chilled water to air handling units	

The subject building was occupied by The City at the time of the site visit.

RiskCheck relied on The City to provide access to locked or limited-access areas of the subject building on the date of the site visit. All areas of the subject building with previously identified ACM were accessible at the time of the 2023 Annual ACM Reassessment.

4.0 RECORDS REVIEW

As part of the 2023 Annual ACM Reassessment, RiskCheck reviewed the following reports:

- “City of Sault Ste. Marie, Asbestos Re-Surveys 2016, Master Summary” excel file, prepared for The City by Harris Building Science Inc.;
- “2018 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated October 12, 2018;
- “2019 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated October 31, 2019;
- “2020 Annual Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated October 30, 2020;

- “2021 Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated September 30, 2021; and
- “2022 Asbestos Containing Materials Reassessment, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario” report, prepared for The City by RiskCheck, dated November 24, 2022.

As identified in the above noted environmental reports, building materials that were presumed or confirmed to be ACM are summarized in the 2023 Annual ACM Reassessment summary table provided in Appendix A.

5.0 METHODOLOGY

The 2023 Annual ACM Reassessment consisted of a visual (non-intrusive) inspection of ACM that were previously identified and reported to be present in the subject building. Any changes to the inventory of ACM onsite; specifically changes to the condition, quantity, location, friability, accessibility, and likelihood of damage were documented and are presented in this report. Selected photographs from the 2023 Annual ACM Reassessment are provided in Appendix B. Changes to the site figures where applicable, were completed and are provided in Appendix C.

5.1 *Potential for Asbestos-Containing Materials in Inaccessible Areas*

Due to the non-destructive nature of the ACM reassessment, concealed ACM may potentially be present under multiple layers of floor, wall, or ceiling finishes; under heavy or fixed objects (e.g., safes, HVAC units, cabinets, shelves, etc.); inside void spaces (e.g., pipe chases, fire barriers, etc.); or in areas of low visual accessibility (e.g., limited wall or ceiling hatches in solid finishes).

Furthermore, the materials listed below are generally excluded during an assessment due to the potential for irreparable damage to the building components from sampling and due to safety or accessibility issues. The presence of asbestos is presumed in the materials noted below.

- Components or wiring within motors or lights
- Exterior cladding, soffit and fascia boards on building
- Mechanical packing, ropes and gaskets
- Vermiculite above solid ceilings, inside masonry or other wall assemblies
- Concrete levelling compound (for floors)
- Fire-door cores
- Refractory brick in boilers or incinerators
- Asbestos cement (Transite) pipe and panels
- Dust in ductwork
- High voltage wiring
- Underground services or piping
- Roofing materials

Where present in the subject building, the above-listed items should be presumed to contain asbestos until proven otherwise by bulk sampling and laboratory analysis.

6.0 SITE FINDINGS

6.1 *Previously Identified ACM*

At the time of the 2023 Annual ACM Reassessment site visit, ACM that were previously identified and recorded to be present in the subject building were generally observed to be in good condition and in similar quantities when compared to the previous environmental reports listed in Section 4.0 with the following exceptions:

- Approximately 20 ft² of asbestos containing 12"x12" tan with brown and white streaks vinyl floor tiles were previously observed to be loose in the 1st floor central filing room. The loose vinyl floor tiles were not observed at the time of the 2023 site visit. An asbestos abatement report was not made available to RiskCheck; and
- Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).

It should be noted that additional ACM could exist in visually inaccessible areas or areas of the subject building that were not made accessible to the RiskCheck site representative.

6.2 *Additional Identified ACM*

During the 2023 Annual ACM Reassessment, additional confirmed ACM were observed in the following areas of the subject building.

- Asbestos-containing parging cement fitting insulation previously identified in the building was newly observed in the electrical equipment room on the 2nd floor (2 fittings), 3rd floor (4 fittings), 4th floor (2 fittings), and 5th floor (4 fittings); and
- Asbestos containing 12"x12" tan with brown and white stripes vinyl floor tiles previously identified in the building was newly observed in the north stairwell on the second and third floors.

The approximate quantities and locations of the building materials determined or confirmed to contain asbestos are summarized in Appendix A. Selected photographs of newly identified asbestos containing materials are included in Appendix B.

It should be noted that additional ACM could exist in visually inaccessible areas or areas of the subject building that were not made accessible to the RiskCheck site representative.

7.0 RECOMMENDATIONS

Based on the results of the 2023 Annual ACM Reassessment, the following recommendations are provided:

- 1) This 2023 Annual ACM Reassessment report should be read in conjunction with previous ACM related reports for the subject building.
- 7) Approximately nine (9) asbestos containing parging cement fittings were observed to be in fair condition (water damage and mould growth) in the penthouse mechanical room. It is recommended that the fair condition parging cement fittings be removed or encapsulated following Type 2 Glove Bag asbestos work procedures per O. Reg. 278/05 (as amended).
- 2) Any disturbance or removal of ACM must be completed by trained and qualified personnel following appropriate asbestos abatement work procedures as defined in O. Reg. 278/05 (as amended).
- 3) ACM must continue to be managed through the on-site Asbestos Management Program (AMP) for the subject building. The AMP should be inclusive of asbestos and regulatory background, asbestos records, procedures to notify building occupants and contractors, work procedures, and training requirements for workers.
- 4) As part of the on-going management of ACM within the subject building and to maintain compliance with O. Reg. 278/05 (as amended); the ACM must be inspected to determine if the conditions of the ACM have changed and if they may require repair or removal and the asbestos record must be updated at least once in a 12-month period.
- 5) This assessment was not conducted for renovation or demolition purposes. In the event of renovation or demolition activities, an intrusive Hazardous Building Materials Survey of the proposed renovation/demolition areas shall be required to determine the presence/absence of designated substances and hazardous building materials in those areas prior to any construction related disturbance of the building materials, to maintain compliance with O. Reg. 490/09 – *Designated Substances* (as amended by O. Reg. 189/19).

8.0 CLOSURE

This report was prepared for the exclusive use of The Corporation of the City of Sault Ste. Marie, (The City, Client). The report may not be relied upon by any other person or entity without the express written consent of RiskCheck Environmental Ltd. (RiskCheck) and The City. Any use that a party makes of this report, or any reliance on decisions made based on it, is the sole responsibility of such parties. RiskCheck accepts no responsibility for damages, if any, suffered by any party as a result of decisions made or actions based on this report.

The information and conclusions contained in this report are based upon work undertaken by trained professional and technical staff in accordance with generally accepted engineering and scientific practices current at the time the work was performed. Some of the information presented in this report may have

been provided through existing documents and/or interviews. For this Annual ACM Reassessment, the information provided in reports provided to RiskCheck was not verified. Conclusions presented in this report should not be construed as legal advice. No assurance is made regarding changes in conditions or practices subsequent to the time of the investigation.

The conclusions presented represent the best judgement of the assessor, based on the limited activities carried out. Due to the nature of the subject building, the assessor cannot warrant against undiscovered asbestos containing materials that may still exist behind solid walls or ceilings, concealed by other enclosures/barriers, or under stored/heavy items, which would not have been visible during the inspection activities.

RiskCheck makes no other representation whatsoever, including those concerning the legal significance of its findings, or as to the other legal matters addressed incidentally in this report, including but not limited to the application of any law to the facts set forth herein. With respect to regulatory compliance issues, regulatory statutes are subject to interpretation. These interpretations may change over time, thus The City should review such issues with appropriate legal counsel. The asbestos containing materials locations and conclusions provided are based on information obtained from visual inspection and limited sampling carried out, at the specific test locations, and information obtained from the building personnel. The results can only be extrapolated to an undefined area around the test locations. It is possible that additional, concealed asbestos containing materials may become evident during demolition/renovation activities.

Any quantities or areas (including but not limited to damaged areas, asbestos containing materials, etc.) provided in this report are order-of-magnitude values or estimates and should not be considered as exact values. Should there be a requirement for abatement (e.g., asbestos), the estimated quantities or areas noted are not to be used for tender documents or providing quotations or for any other business decisions without prior consent from RiskCheck. A more detailed site investigation may be required to verify the quantity and/or areas of materials and site conditions that may affect the overall project cost. Furthermore, it is important to note that the conditions of the potential hazardous building materials may have changed since the time of the RiskCheck site visit or investigation. RiskCheck will not be held responsible for any deviations in the estimated quantities or areas documented.

A copy of our Limitations, Terms and Conditions of Retainer is appended to this report as Appendix D and applies to all work performed.

We trust this report meets your current requirements. Should you have any questions or require clarification or additional information, please do not hesitate to contact the undersigned.

Respectfully submitted,

RISKCHECK ENVIRONMENTAL LTD.



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APPENDIX A

2023 ANNUAL ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

CITY OF SAULT STE. MARIE		CONSTRUCTION DATE: 1974		RiskCheck Environmental Ltd. 4211 Yonge Street, Suite 605 Toronto, Ontario, M2P 2A9 Tel: (416) 640-2444			
ACM REASSESSMENT SURVEY		LOCATION: 99 Foster Drive - Civic Centre		SURVEY DATE: AUGUST 29, 2023			
		-CONDITION CODE:					
		G = Good					
		F = Fair (repairs required)					
		P = Poor (immediate repair or removal is required)					
FLOOR	SUITE DESCOR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
	Exterior	Y	Soffit	Transite Cladding	No	G	Under the window and loading dock overhangs. Manage in place.
	Exterior - Main Entrance	Y	Rainwater Leader (RWL)	Parging Cement Fitting	Yes	Unknown	1 fitting. RWL concealed by exterior soffit panels. Manage in place.
1	Mechanical	Y	Domestic Cold Water (DCW)	Parging Cement Fitting	Yes	G	20 fittings. Manage in place.
1	Mechanical	Y	Domestic Hot Water (DHW)	Parging Cement Fitting	Yes	G	6 fittings. Manage in place.
1	Mechanical	Y	River Water Supply & Return Chilled Water	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
1	Mechanical	Y	Supply & Return (CHWS&R)	Parging Cement Fitting	Yes	G	20 fittings. Manage in place.
1	Telephone Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 200 ft ² Manage in place.
1	Central Filing	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 670 ft ² Manage in place.
1	Central Filing	Y	Flooring	12" Floor Tile	No	N/A	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 20 ft ² of loose tiles previously noted were not observed during 2023 site visit and presumed to have been removed.
1	Central Filing	Y	DHW	Parging Cement Fitting	Yes	G	10 fittings. Manage in place.
1	Central Filing	Y	DCW	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
1	Corridor 4	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 142 ft ² Manage in place.
1	Kitchen	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 288 ft ² Manage in place.
1	Garage - Central File 2	Y	RWL	Parging Cement Fitting	Yes	G	8 fittings. Manage in place.
1	Vehicles	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
1	Garage	Y	RWL	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
1	Lunch Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 192 ft ² Manage in place.
1	Staff Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 240 ft ² Manage in place.

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
1	Vending Machine Room	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 100 ft ² Manage in place.
1	Office Services	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 1,200 ft ² Manage in place.
1	Electrical Closet by Elevators	Y	Domestic Water (DW)	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
2	North Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft ² Manage in place.
3	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	3 fittings. Manage in place.
3	Council Chambers	Y	Ceiling	Texture Finish	Yes	G	3,000 ft ² Manage in place.
3	Kitchen	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft ² Manage in place.
3	Hamilton Room	Y	Ceiling	Texture Finish	Yes	G	1,100 ft ² Manage in place.
3	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
3	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
3	North Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - 112 ft ² Manage in place.
4	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
4	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	6 fittings. Manage in place.
4	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
5	Upper Atrium	Y	Wall	Transite Cladding	No	G	Manage in place.
5	Garden	Y	Wall	Transite Cladding	No	G	Manage in place.
5	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
5	Electrical Equipment	Y	CHWS&R	Parging Cement Fitting	Yes	G	4 fittings. Manage in place.
6	Garden Below	Y	Wall	Transite Cladding	No	G	Manage in place.
6	West Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles. Observed solely on the treads. Manage in place.

2023 ASBESTOS CONTAINING MATERIALS SUMMARY TABLE

FLOOR	SUITE DESCR.	ASBESTOS DETECTED?	SYSTEM (S)	HAZARD	FRIABLE?	CODE	COMMENTS
PH	Mechanical	Y	CHWS&R	Parging Cement Fitting	Yes	F	9 fittings. Insulation was observed with apparent mould growth. Remove or encapsulate following Type 2 Glove Bag asbestos abatement procedures as outlined in O. Reg. 278/05.
PH	Mechanical	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
PH	Mechanical	Y	Domestic Water (DW)	Parging Cement Fitting	Yes	G	8 fittings. Manage in place.
PH	Lobby	Y	Wall	Drywall Compound	No	G	Manage in place.
PH	Elevator Machine Room	Y	RWL	Parging Cement Fitting	Yes	G	2 fittings. Manage in place.
All Floors	Central Stairs	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 60 ft ² . For the 6th floor, these are only observed on the treads. Manage in place.
All Floors	Tel/Elec Room by Elevators	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 80 ft ² . Manage in place.
All Floors	Electrical Equipment	Y	Flooring	12" Floor Tile	No	G	12"x12" Tan with Brown & White Streaks Vinyl Floor Tiles - Each floor approximately 50 ft ² . Manage in place.

APPENDIX B

REPRESENTATIVE SITE PHOTOGRAPHS



Photo 1: View of visible suspect mould growth (see arrow) on an asbestos containing parging cement insulated pipe fitting in the penthouse mechanical room of the subject building.



Photo 2: Typical view of the newly observed parging cement insulated pipe fittings (see arrow) observed in the electrical equipment rooms in the subject building.



Photo 3: Typical view of asbestos containing 12"x12" tan with brown and white streaks vinyl floor tiles (see arrow) observed in the electrical equipment rooms of the subject building.



Photo 4: Typical view of asbestos containing 12"x12" tan with brown and white streaks vinyl floor tiles (see arrow) observed on stair treads in stairwells of the subject building.

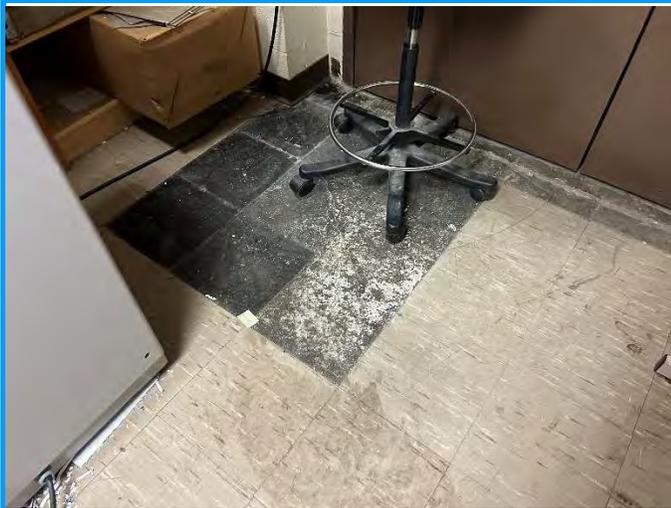


Photo 5: View of the flooring section of the 1st Floor central filing room previously with loose asbestos containing vinyl floor tiles observed to have been removed.



Photo 6: View of the asbestos containing Transite cladding (see arrow) observed on the soffit above the garage loading dock.

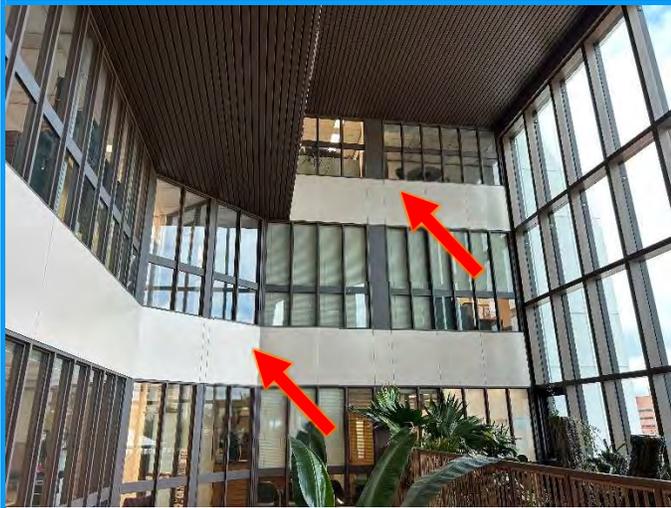


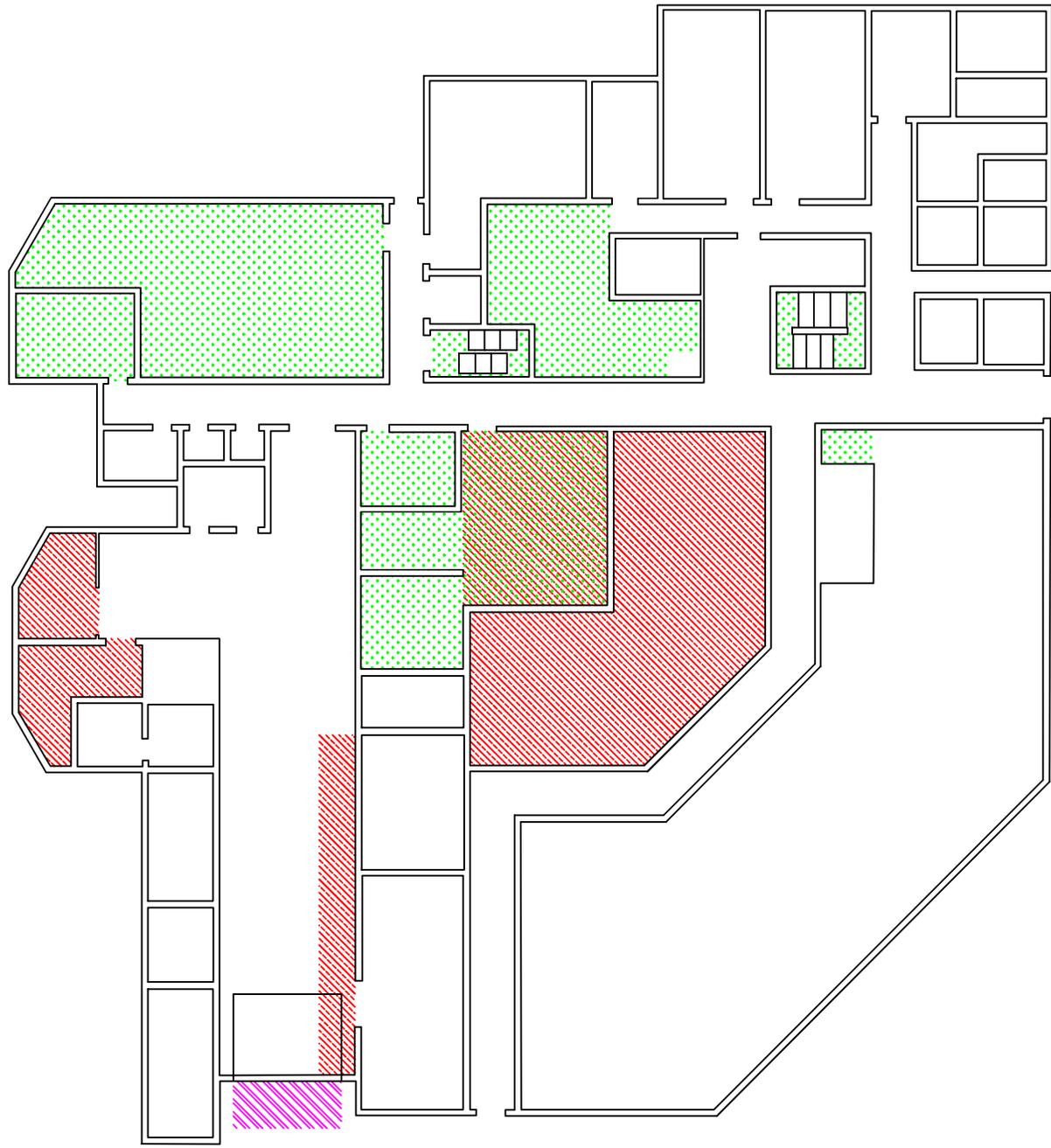
Photo 7: Typical view of the asbestos containing Transite cladding (see arrows) observed on the walls around the central garden and atrium.



Photo 8: View of the asbestos containing textured finishes (see arrow) observed on the ceiling in the 3rd Floor Hamilton Room.

APPENDIX C

FIGURES



NOTE: TRANSITE PANELS AS SOFFITS ABOVE EXTERIOR WINDOWS AND LOADING DOCK OVERHANG ARE ASBESTOS CONTAINING.
ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

- LEGEND
-  ASBESTOS CONTAINING VINYL FLOOR TILES
 -  ASBESTOS CONTAINING PARKING CEMENT
 -  ASBESTOS CONTAINING TRANSITE WALL PANELS

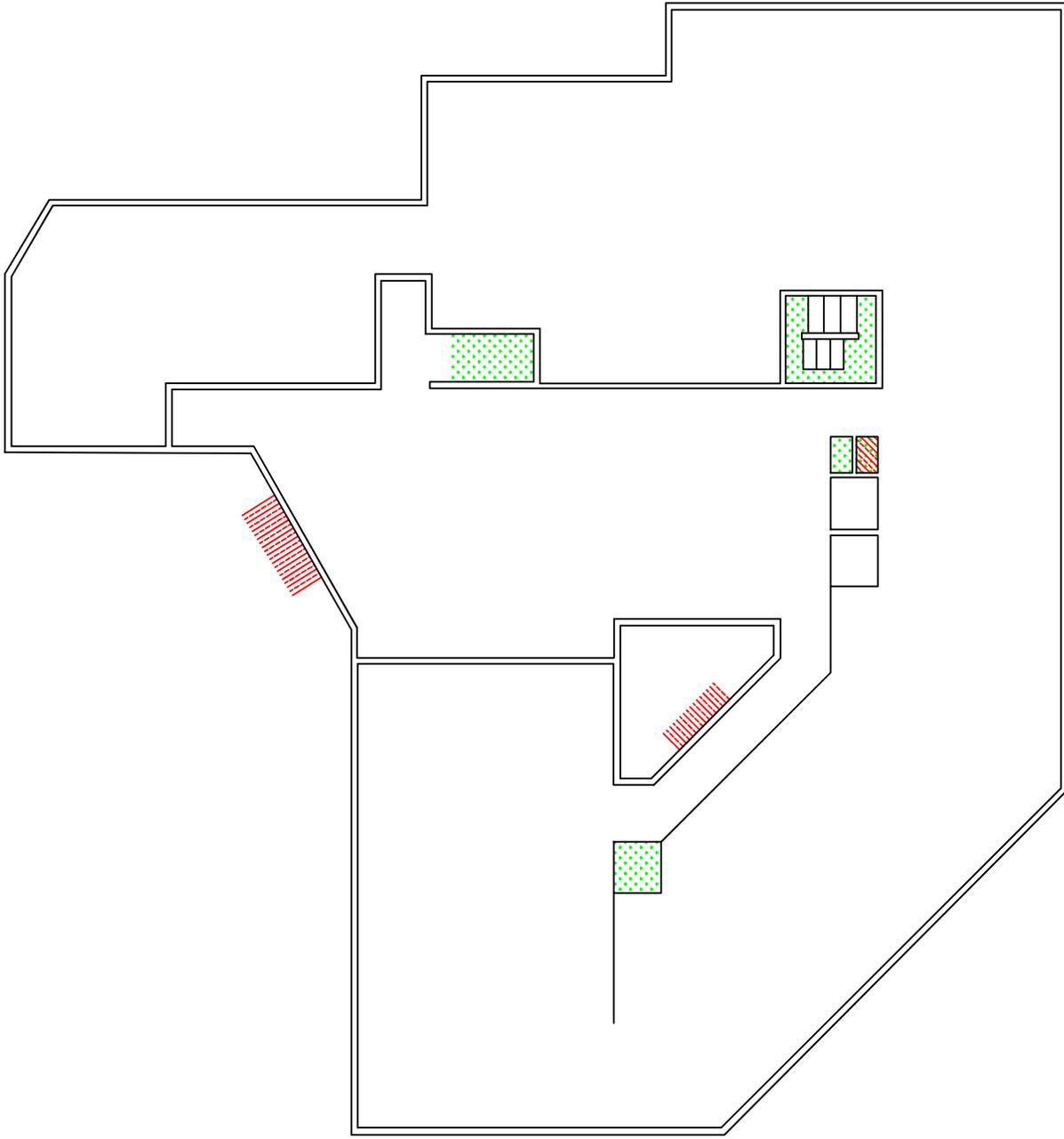


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-FIRST FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J. KELBERT	FIGURE:	1
REVIEWED BY:	P. THERIAULT	SCALE:	N.T.S.



NOTE: TRANSITE PANELS AS SOFFITS ABOVE EXTERIOR WINDOWS AND LOADING DOCK OVERHANG ARE ASBESTOS CONTAINING.
ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

-  ASBESTOS CONTAINING VINYL FLOOR TILES
-  ASBESTOS CONTAINING PARKING CEMENT

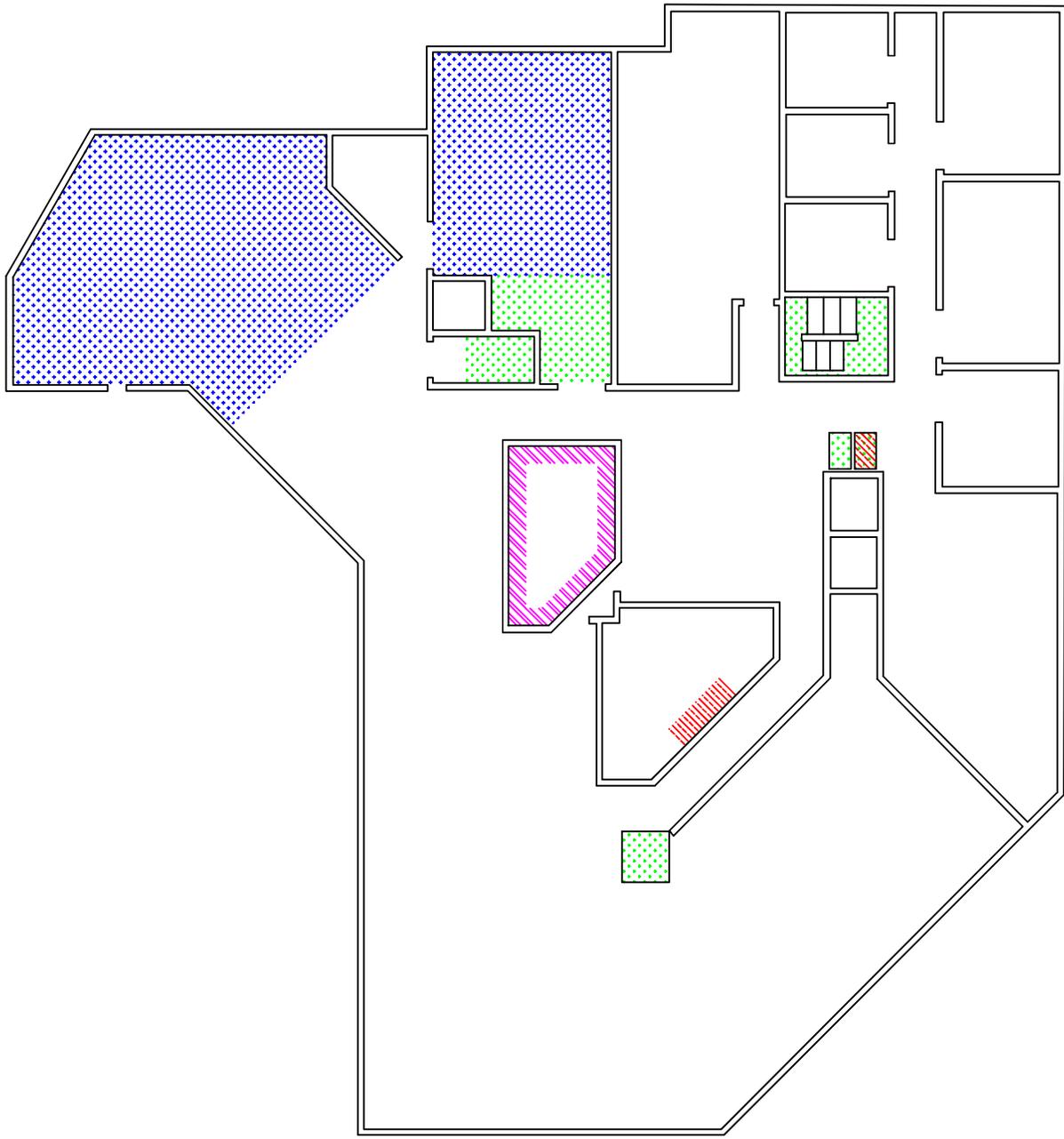


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-SECOND FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J. KELBERT	FIGURE:	2
REVIEWED BY:	P. THERIAULT	SCALE:	N.T.S.



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

-  ASBESTOS CONTAINING VINYL FLOOR TILES
-  ASBESTOS CONTAINING PARKING CEMENT
-  ASBESTOS CONTAINING TRANSITE WALL PANELS
-  ASBESTOS CONTAINING TEXTURED FINISH CEILING

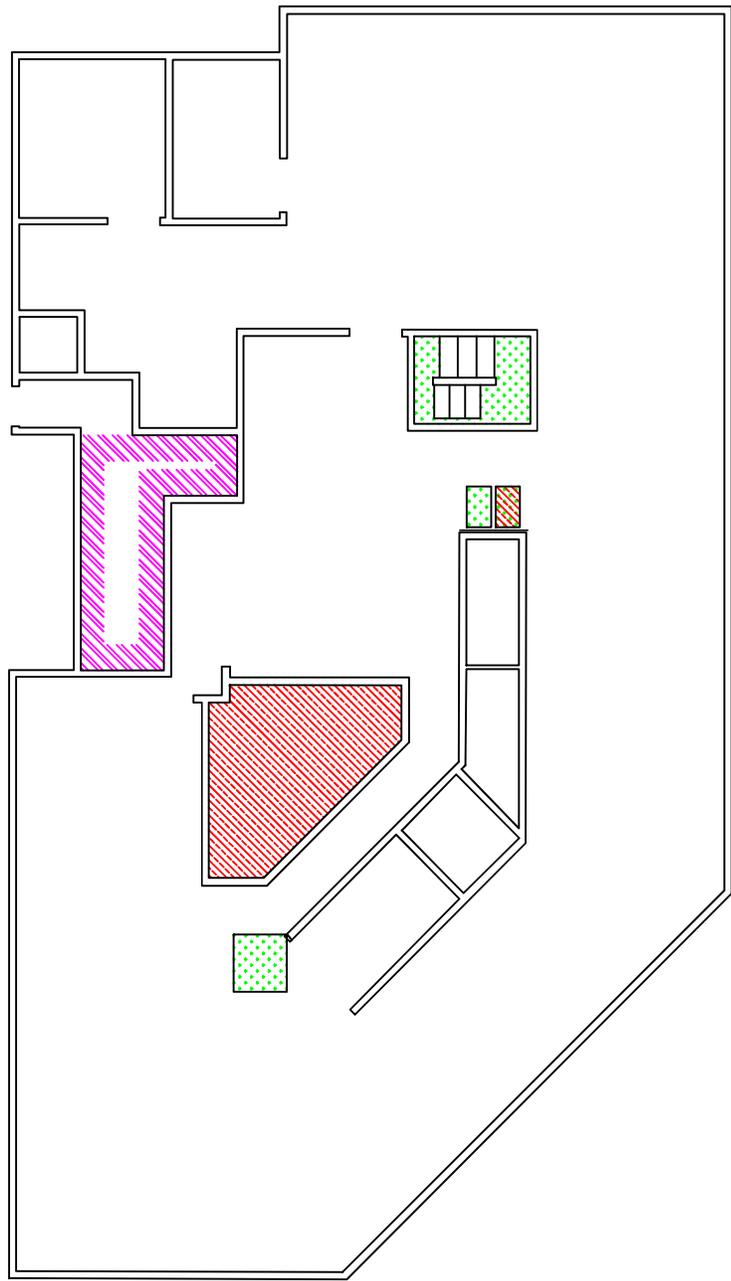


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-THIRD FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J. KELBERT	FIGURE:	3
REVIEWED BY:	P. THERIAULT	SCALE:	N.T.S.



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

-  ASBESTOS CONTAINING VINYL FLOOR TILES
-  ASBESTOS CONTAINING PARING CEMENT
-  ASBESTOS CONTAINING TRANSITE WALL PANELS

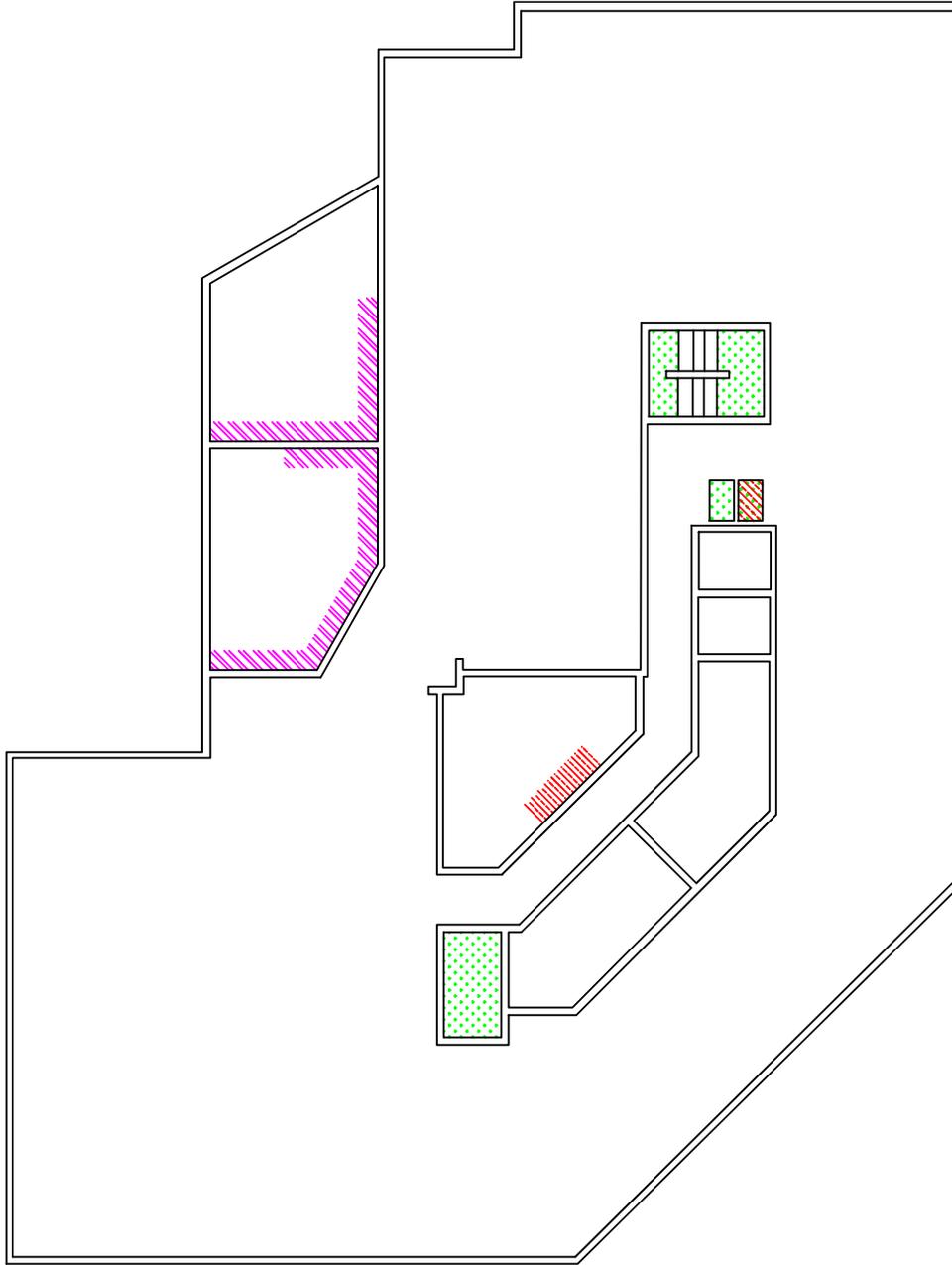


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-FOURTH FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 4
REVIEWED BY: P.THERIAULT	SCALE: N/T



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND

-  ASBESTOS CONTAINING VINYL FLOOR TILES
-  ASBESTOS CONTAINING PARING CEMENT
-  ASBESTOS CONTAINING TRANSITE WALL PANELS

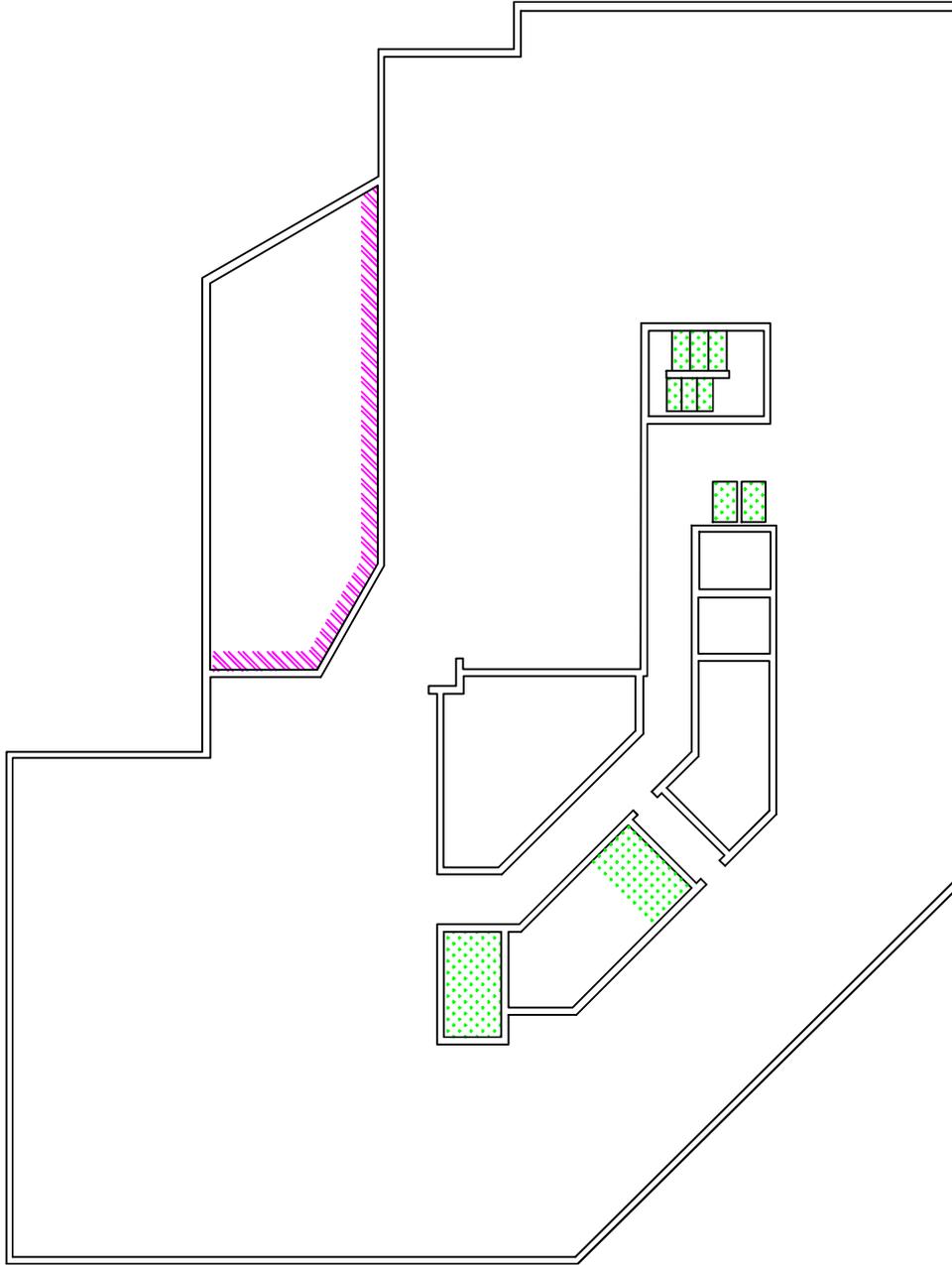


PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-FIFTH FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT: 30803	DATE: 10.05.2023
DRAWN BY: J.KELBERT	FIGURE: 5
REVIEWED BY: P.THERIAULT	SCALE: NTS



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND
 ASBESTOS CONTAINING VINYL FLOOR TILES
 ASBESTOS CONTAINING TRANSITE WALL PANELS



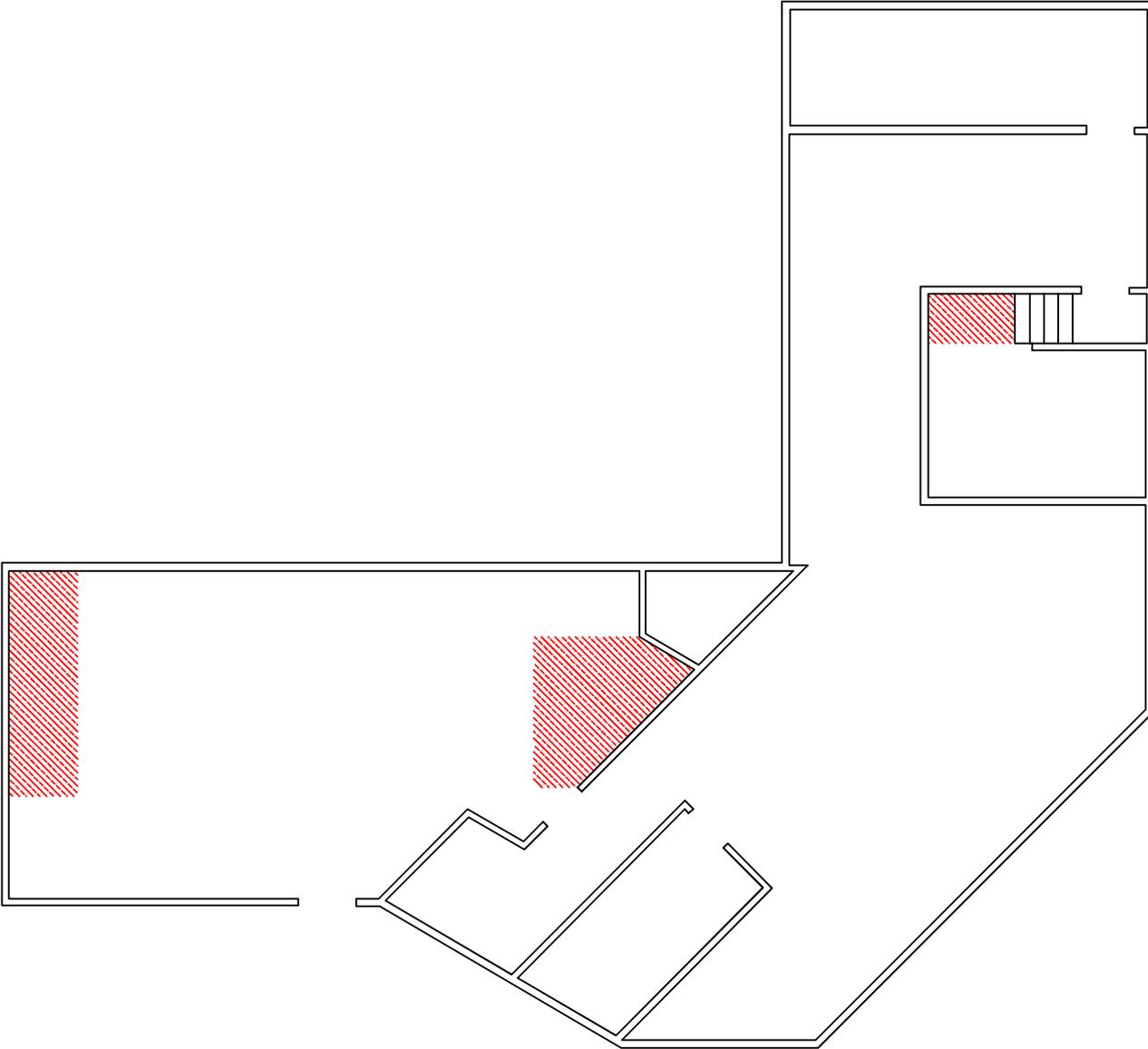
PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-SIXTH FLOOR**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:
30803
DRAWN BY:
J. KELBERT
REVIEWED BY:
P. THERIAULT
SCALE:
NTS

DATE:
10.05.2023
FIGURE:
6



ALL SAMPLE LOCATIONS AND HAZARDOUS MATERIALS HATCHING/SYMBOL LOCATIONS ARE APPROXIMATE. DRAWING NOT TO SCALE.

LEGEND
 ASBESTOS CONTAINING PARING CEMENT



PROJECT NAME:
**ASBESTOS
CONTAINING MATERIALS
REASSESSMENT
-PENTHOUSE**

PROJECT ADDRESS:
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

CLIENT NAME AND ADDRESS:
CITY OF SAULT STE. MARIE,
99 FOSTER DRIVE,
SAULT STE. MARIE,
ONTARIO

PROJECT:	30803	DATE:	10.05.2023
DRAWN BY:	J.KELBERT	FIGURE:	7
REVIEWED BY:	P.THERIAULT	SCALE:	NTS

APPENDIX D

LIMITATIONS, TERMS AND CONDITIONS OF RETAINER

RISKCHECK ENVIRONMENTAL LTD.
LIMITATIONS, TERMS AND CONDITIONS OF RETAINER

1. **Our Standard of Care** - RiskCheck Environmental Ltd. (RiskCheck) will conduct/has conducted the work as specified in the scope of work, contained in the RiskCheck proposal and/or the engagement letter, and perform/performed the environmental investigations requested by the Client according to the standards of a reasonable environmental consultant ("Retainer"). Any work performed by RiskCheck is conducted in accordance with generally accepted engineering or scientific or environmental practices current in the location and at the time the work is performed. No other warranty, expressed or implied is made.
2. **Our Sources of Information** - RiskCheck will/has sought to obtain relevant information, statements, documents and analytical test results concerning the subject property from our Client, third party sources, government or regulatory publications, databases and officials, and other persons to the extent covered by our Retainer. The accuracy of the findings, opinions and conclusions expressed in the RiskCheck report and/or any deliverables ("Deliverables") are subject to any errors or omissions in, or refusals to provide, information. RiskCheck shall not be responsible for any deficiency, misstatement, or inaccuracy contained in the Deliverables as a result of relying on the above information or lack thereof.
3. **Site Inspections** - RiskCheck will complete/has completed the inspection(s) of the subject property in the manner covered by our Retainer. The purpose of our inspection is to identify obvious visible evidence of potential and/or actual sources of environmental contamination and patent irregularities in waste management practices at the subject property. Our findings during the site inspection(s) are subject to any restrictions placed upon our free access to all aspects of the subject property, and neighbouring properties, including but not limited to snow coverage and material storage. A reasonable site inspection may not identify latent or hidden contamination, evidence of potential environmental concerns or irregularities.
4. **Sample and Testing Procedures** - The sample and testing procedures described in the Deliverables, are performed at specific point locations, by experienced personnel using equipment and techniques appropriate for our Retainer. Based upon available data, RiskCheck provides expressed opinion as to the conditions, which may exist between the points investigated, and is based on the location and time of sample collection, and the type of media and parameters analyzed. As actual conditions may vary significantly between sample or test points, and with time, our Client assumes the inherent risk that some conditions may not be detected. RiskCheck shall not be responsible for any cross-contamination resulting from subsurface investigations.
5. **Legal Issues** - The Deliverables are intended to direct our Client's attention to potential and/or actual sources of environmental contamination, including but not limited to, irregular waste management practices at the subject property. Nothing in the Deliverables are intended to express any legal opinion upon environmental liabilities relating to the subject property or whether site operations legally conform with relevant legislative requirements. RiskCheck makes no other representations or warranties whatsoever, including those concerning the legal significance of our findings, or as to other legal matters noted in the Deliverables, including but not limited to, ownership of any property, or the application of any law, to the facts set forth herein.
6. **Confidentiality of Client Information** – RiskCheck agrees to hold all information obtained in the course of our Retainer and the contents of the Deliverables in strict confidence, except where disclosure is directed by our Client's expressed written consent with instructions, or by compulsion of law.

-1-

7. **Working Information/Documents** – The Deliverables shall be the property of RiskCheck's Client. All other data, sample and test results, working sheets, draft reports or other papers, documents, information or records prepared or collected by us in the course of our Retainer, shall remain the property of RiskCheck Environmental Ltd. and/or successors. Our Client agrees that we shall be entitled to retain a copy of the Deliverables for RiskCheck's own files.
8. **Use of the Deliverables** – The information and opinions expressed in the Deliverables are prepared for the sole benefit of our Client. No other party may use or rely upon the Deliverables, or any portion thereof, without the express written consent of RiskCheck Environmental Ltd. and/or successors. We accept no responsibility for the accuracy of the Deliverables to other parties. We give no warranty, representation, or assurance to other parties, that the findings, statements, opinions or conclusions expressed in the Deliverables are accurate or valid. RiskCheck, at its discretion, will consent to any reasonable request by our Client to approve the use of the Deliverables by other parties as "Approved Users" within one year from the date of the Deliverables.
9. **Copyright** – RiskCheck owns copyright of the Deliverables. We authorize our Client and "Approved Users" to make copies of the Deliverables only in such quantities as are reasonably necessary for its use by those parties. Our Client and Approved Users may not give, lend, sell, or otherwise make available our Deliverables, or any portion or copy thereof, to any party, without our express written consent. No person may alter or modify the Deliverables.
10. **Personal Liability** – The Client and/or "Approved User" expressly agrees that RiskCheck employees shall have no personal liability to the Client and/or "Approved User" with respect to a claim, whether in contract, tort and/or any other cause of action in law. Furthermore, the Client and/or "Approved User" agrees that it will bring no proceedings, nor take any action in any court of law, against RiskCheck employees in their personal capacity.
11. **Professional Liability** – RiskCheck will not be responsible for any consequential or indirect losses incurred by the Client and/or "Approved Users", including but not limited to, loss of income, business opportunities, business interruptions, personal injury or death.
12. **Subconsultant and Contractor Liability** – RiskCheck on certain investigations/assessments (including but not limited to subsurface investigations, laboratory services, remediation, risk assessments, abatements) will require hiring the services of individuals and companies with special expertise and/or services, which are not provided by RiskCheck. RiskCheck may retain these services on behalf of the Client, as part of the overall project, as a convenience to the Client. RiskCheck shall not be responsible for errors, omissions or negligence by those parties in carrying out their work. These will be the responsibility of the subconsultant and contractors retained for completion of the project. The Client indemnifies RiskCheck from all such claims associated with the work carried out by subconsultant and contractors.

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Addendum #1

**Bid Opportunity: 2025PWE-ENG-BS-03-T - Civic Centre Sprinklers &
Domestic Water Line Upgrades Phase 2**

Closing Date: Thursday, December 18, 2025 3:00 PM

REVISION – CLOSING DATE

The closing date for this project has been extended **as indicated above**.

Question 1:

Is it possible to get another site visit to bring in a subtrade?

Answer 1:

If your firm has met the criteria for attending the Mandatory Site Visit, you may schedule a secondary visit, accompanied by Roger Caron, Supervisor Building Services.

Submit your request to Roger at 705-987-1799 to confirm and schedule.

End of Addendum



Addendum #2

**Bid Opportunity: 2025PWE-ENG-BS-03-T - Civic Centre Sprinklers &
Domestic Water Line Upgrades Phase 2**

Closing Date: Thursday, December 18, 2025 3:00 PM

Question 1:

Section 36.2. of the Instructions to Bidders specifies that the Contractor must provide the Liability Insurance policy before commencement of work.

Question: Please confirm that a certificate of insurance is acceptable for this tender as the subcontractor as per industry-standard insurance practice. We do not provide a copy of our insurance policy.

Answer 1:

The successful Contractors (and their subs) will be required to submit a Certificate of Insurance (COI), adding The Corporation of the City of Sault Ste. Marie as an additional Insured.

Question 2:

The DSS Report dated Oct 5, 2023 indicates the presence of asbestos for which removal was recommended, however current status is unknown.

Question: Please provide current status on recommended remediation or confirm that it will be completed before commencement of work. Employees are not permitted to work in areas where they may be exposed to hazardous substances per company policy.

Answer 2:

Asbestos abatement will be addressed as it comes up and for each individual area if required. There will not be a complete abatement for the building prior to construction.

Drywall joints are known to contain chrysotile asbestos which will require a Type 1 method of containment. When locating hangers in drywall and some panels, you will be drilling into these joints. Proper protection and HEPA exhaust is required. This work is to be included as a part of the contract.

Question 3:

it was mentioned at the walk through that the desks in the council chambers as well as one other room were to be removed for the work to be carried out. Is there an onsite storage area for these pieces of furniture?

Answer 3:

Desks throughout the building including council chambers are to be relocated in the room as required by the contractor for the work to be carried out and covered to protect them from any construction debris and dust. It is difficult to know how much and how many desks may be required to be relocated, so contractor is to allow for relocation in the tender price. Onsite storage for these desks is not available. Contractor shall relocate them as required in the same room.

Question 4:

Does it need to be concealed below ceiling or exposed sprinklers to minimize the drywall ceiling and ceiling tiles removals? Please advise as it would cost high only on removals and reinstallation of drywalls. If so, are we going to replace all the drywall ceilings and grid with new ones or re and re?

Answer 4:

Where there are drywall ceilings, exposed piping and sprinkler heads are acceptable. Piping is to be painted in finished areas and installed in neat, straight lines. In any areas with ceiling tiles, ceilings are to be removed and replaced as required in a timely manner. Any damaged ceiling tiles are to be replaced with new where damaged by construction. Existing grid is to remain.

Question 5:

Can you provide details on numbers of desk that require to be removed and replaced having the telecom setup in council chamber room, or do we have to remove them if yes where to store? Also let us know about the clear height/space above the drywall and ceiling tiles.

Answer 5:

Contractor to review for any relocations that are required in Council Chambers and the remainder of the building including data and power connections. It is your responsibility to work around all furniture or relocate it as required for the work.

Most areas have adequate ceiling space for pipes and sprinkler heads. If space is not adequate, the location of the pipes and sprinkler heads can be addressed on site with the Engineer prior to installation.

Question 6:

For the SPO2 how do we run the pipes for side wall sprinkler installation, there are windows on sides? Does the reduced scaffolding mean only around the perimeter of the open area?

Looks like the level of bottom level of garden above and the adjacent ceiling tiles is different.

Answer 6:

Piping for the sidewall sprinklers will have to be mounted on the underside of the structure or the mullions of the glazing around the open area. It is a difficult area to access for any of this work, but we are hoping that installing some of the sidewall sprinklers will result in a savings to the cost of installation.

Question 7:

a) For the engineering scope, can the site surveying be completed during regular working hours?

Answer a)

Yes, this work can be carried out during regular working hours.

b) Will the sprinkler installation be completed during regular working hours?

Answer b)

Some areas may be able to be completed during regular working hours and it is possible that some offices may be temporarily relocated, but the majority of office area work must be completed after regular working hours and workers will be working again every day from Monday-Friday from 8 am to 5 pm. Work on site can begin at 3:30 each day and continue until 8 am the following day when the offices will be occupied. Some corridor and maintenance rooms and washroom areas and storage room work may be able to be completed during regular working hours. Work schedule must be closely arranged with city staff to ensure that it does not affect everyday operation.

Council Chambers may be completed during the day, but all work must start after a council meeting and be completed prior to the next meeting. Meetings are typically scheduled every 3 weeks. The dates for the meetings are always posted on the city website.

c) If the installation can be completed during regular working hours but there are specific rooms that we won't have access to and need to be weekends or night shifts, then please provide a list of those areas.

Answer c)

There are not a lot of areas that can be worked on during the day. Corridors and stairwells and some of the un-occupied areas can be worked on during the day provided that drilling and noise does not disturb the office workers.

Question 8:

Drawing PE10 Sprinkler note 21 states that fire donuts shall be installed around all pipes that penetrate fire separations. Please provide a drawing showing all fire separations that require donuts. Alternate solution would be the acceptance of fire caulking instead of donuts.

Answer 8:

Fire separations in the building include the following:

1. All floors

2. All stairwells
3. All Mechanical and service spaces
4. Janitor's rooms
5. Elevators

Depending on the location and the type of piping used, the fire separation must be maintained when penetrating any of these walls. An acceptable method of installing piping penetration fire separations must be submitted and approved by the Engineer prior to carrying out the work.

Question 9:

In the document 2025PWE-ENG-BS-03-T, the Description noted on page 2 states that all centre core sprinkler drops noted on PE4 & PE5 are to be changed. PE5 doesn't note the areas that this pertains to. PE3 does show an area that is not mentioned in this scope of work. Please confirm if this is a typo or the information is not shown on PE5.

Answer 9:

Correct. Existing sprinkler heads are shown on PE3 and PE4 and not on PE5.

Question 10:

Please confirm that there will be an area for us to store tools and materials during the duration of the work.

Answer10:

There is space for some material on site in the loading bay, but not adequate for all material for the project. This is an operating loading dock with regular deliveries. If extra material is required on site, a storage unit can be located on site during the construction period.

Question 11:

When can we start and what would be the substantial completion for this project.

Answer11:

The project can start upon completion of contract for services. The estimated award date is Feb.3, 2026. Please refer to Bid Questions on submission form to provide your intended Substantial Completion schedule

Question 12:

Do we require any security escort for after hours works?

Answer12:

The city already provides 24 hour security for the civic centre, so no additional security is required.

End of Addendum

2025PWE-ENG-BS-03-T - Civic Centre Sprinklers & Domestic Water Line Upgrades Phase 2

Opening Date: November 19, 2025 2:45 PM

Closing Date: December 18, 2025 3:00 PM

Vendor Details

Company Name: S&T Electrical Contractors Limited
Does your company conduct business under any other name? If yes, please state: S.&T. Group
Address: 158 Sackville Road
Sault Ste. Marie, Ontario P6B 4T6
Contact: Martin Girardi
Email: mgirardi@stgroup.ca
Phone: 705-942-3043 2350
Fax: 705-942-0614
HST#: 1050118860001

Submission Details

Created On: Wednesday December 17, 2025 15:00:21
Submitted On: Thursday December 18, 2025 13:32:00
Submitted By: Martin Girardi
Email: mgirardi@stgroup.ca
Transaction #: 98fb6900-2aef-45f7-8a3d-47c151a309a6
Submitter's IP Address: 147.243.254.71

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

PART "A" - BASE BID Sprinklers & Domestic Water Line Upgrades

NOTE - Phase I - previously completed sprinkler room and water pipe upgrades in 2025.

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

For a complete description of the work, refer to the drawings and specifications

Pricing is inclusive of all labour, materials, products, equipment, services, overhead and disbursements as well as Duties and Import Fees (if applicable)

Description	Lump Sum Price *	Total Price
Complete Hydraulic design based on Drawings; Complete Fire Suppression Riser based on DWG PE1; All Centre Core Sprinkler Drops noted on PE4 & PE5	\$520,284.0000	\$ 520,284.00
	Subtotal:	\$ 520,284.00

PART "B" - CONTINGENCY ALLOWANCE

Pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Description	Contingency Total
Contingency Allowance	\$ 50,000.00
	Subtotal: \$ 50,000.00

PART "C" - SEPARATE PRICE OPTIONS

NOTE - Phase I - previously completed sprinkler room and water pipe upgrades in 2025.

The table lists Separate Price Options (SPOs) for specific portions of the Work that are not included in the Base Bid and may be added to the Contract Price. The City will evaluate the Base Bid together with any combination of SPOs to determine the overall best value within the available budget. If funding allows, the City may award selected SPOs along with the Base Bid. The City reserves the right to determine which SPOs, if any, will be included and/or removed in the final contract award.

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Refer to the drawings for the complete detailed descriptions of all work included in the Tender package. The Contractor is responsible to ensure that all of the work specified on the drawings for the tender package is included pricing.

For a complete description of the work, refer to the drawings and specifications

Pricing is inclusive of all labour, materials, products, equipment, services, overhead and disbursements as well as Duties and Import Fees (if applicable)

Description	Lump Sum Price *	Total Price
SPO #1 - Complete Garden Core Sprinklers with full scaffolding as per PE9	\$260,294.0000	\$ 260,294.00
SPO #2 - Complete Garden Core Sprinklers with partial scaffolding as per PE9	\$163,704.0000	\$ 163,704.00
SPO #3 - Level 1 Remaining work as per DWG PE2	\$328,896.0000	\$ 328,896.00
SPO #4 - Level 2 Remaining work as per DWG PE3	\$292,163.0000	\$ 292,163.00
SPO #5 - Level 3 Remaining work as per DWG PE4	\$389,305.0000	\$ 389,305.00
SPO #6 - Level 4 Remaining work as per DWG PE5	\$277,034.0000	\$ 277,034.00
SPO #7 - Level 5 Remaining work as per DWG PE6	\$230,145.0000	\$ 230,145.00
SPO #8 - Level 6 Remaining work as per DWG PE7, Penthouse as per DWG PE8, and Removal of Fire Pump as per DWG PE1	\$311,204.0000	\$ 311,204.00
	Subtotal:	\$ 2,252,745.00

Summary Table

Bid Form	Amount
PART "A" - BASE BID Sprinklers & Domestic Water Line Upgrades	\$ 520,284.00
PART "B" - CONTINGENCY ALLOWANCE	\$ 50,000.00
PART "C" - SEPARATE PRICE OPTIONS	\$ 2,252,745.00
Subtotal Contract Amount:	\$ 2,823,029.00

Bid Questions

Substantial Completion: All work (including SPO's) will be commenced by _____ [date], 2026 and completed by _____ [date/year] Start January 30, 2026 Completion December 24, 2026.

ACKNOWLEDGEMENTS

Acknowledgements requested on this form are to be provided by the Tenderer

Acknowledgements	Agreement *
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	<input checked="" type="radio"/> Yes <input type="radio"/> No

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

TENDERER'S EXPERIENCE IN SIMILAR WORK

For tenderer's own forces, provide a list of projects completed involving work of similar size and scope of this project and completed within the last five (5) years.

Line Item	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *	
1	2023	Construction of new building for office and shop facilities.	Algoma Power Inc.	\$ 21,000,000.00	*
2	2018	Construction of new auto dealership including sprinklers for the facility	North Side Toyota	\$ 7,500,000.00	*
3	2021	Renovations of Shingwauk Hall	Algoma University	\$ 4,500,000.00	*

TENDERER'S SENIOR STAFF

Provide list of all Tenderer's senior staff to be employed on this contract

Line Item	Name *	Position with Firm *	Experience & Qualifications *	
1	James Harding	Director of Construction	20 Years Experience - Gold Seal Certified Project Manager	*
2	Steve Saccuci	Project Co-ordinator	6 Years Experience - Construction Management - Electrical Engineering Tech.	
3	Rob Thomas	Site Supervisor	35 Years - Carpenter - Project Management	

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

It is the responsibility of the successful Contractor that its Subcontractors comply with the requirements of the City's Contractor Pre-Qualification Program

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

LIST OF SUBCONTRACTORS

Provide full list (with addresses) of all subcontractors proposed to use on the project.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Division of Work *	Name of Subcontractor *	Address *	Email *
1	Sprinklers	Troy Life & Fire Safety	764 Notre Dame Ave, Suite 2 Sudbury, Ontario P3A 2T4	richard.duchenemilne@troylfs.com

SUBCONTRACTOR'S SENIOR STAFF

Provide list of all Subcontractor's senior staff to be employed on this contract

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Name of Subcontractor *	Staff Name *	Position with Firm *	Experience & Qualifications *
1	Troy Life & Fire Safety Ltd.	Richard Duchene-Milne	Regional Manager	30 years - Sprinklers and Fire Alarm Design and implementation
2	Troy Life & Fire Safety Ltd.	Robert Weber	Area Manager	30 years - Sprinklers and Fire Alarm Design and implementation

SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

Provide a list of projects completed involving work similar to this contract, for subcontractor's forces

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Name of Subcontractor *	Year Completed *	Description of Contract *	For Whom Work Performed *	Value of Contract *
1	Troy Life & Fire & Safety Ltd.	2023	New Office complex	Algoma Power Inc.	\$ 575,000.00
2	Troy Life & Fire & Safety Ltd.	2025	New Storage Building Sprinkler System	City of Sault Ste. Marie	\$ 300,000.00
3	Troy Life & Fire & Safety Ltd.	2018	New Dealership	Northside Toyota	\$ 750,000.00

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

BONDING UPLOAD SECTION

The executed (signed/sealed) Bid Deposit and Agreement to Bond meeting the requirements specified herein shall be included in the submission by either:

- **Electronic Bid Bonds (E-Bond)**, secured and verifiable document format uploaded; or alternatively
- The **Original Hard Copy** shall be delivered to the City of Sault Ste. Marie prior to the close date and time at the following address (*a scan/picture version as upload*)

The Corporation of the City of Sault Ste. Marie
Attn: Purchasing Department
Civic Centre
3rd Floor, 99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
Canada

E-Bonds failing the verification process or Original Hard Copy not delivered as directed will NOT be considered to be valid and the bid will be rejected.

Tender Deposit required in the amount of **\$100,000**

Agreement to Bond (surety) required for a Contract **Material and Labour** Payment Bond **for 50%** of the amount of the tender; and a Contract **Performance** Bond **for 100%** of the amount of the tender.

- [Tender Deposit \(Bid Bond\)](#) - b935783799-25-48_673288.pdf - Wednesday December 17, 2025 16:36:01
- [Agreement to Bond \(Surety\)](#) - a935783799-25-48_673287.pdf - Wednesday December 17, 2025 16:35:53

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

I/We the undersigned, having carefully examined the site of the works, all matters referred to in the Instructions to Bidders, and all of the contract documents, hereby tender and agree to provide all labour, plant and materials necessary for the complete execution of the work under this contract in the locations and manner set out in the contract documents, and addendum(s) to the satisfaction of the Owner/Engineer, at the unit prices as set out in the schedule(s) of tender prices.

This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

We agree that the final valuation will be made on the basis of actual Quantities as determined by the Owner/Engineer and at the prices as set out in the Tender Prices.

If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call document(s) within time period(s) stated after notification of Award.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Martin Girardi, Manager of Estimating, S.&T. Electrical Contractors Limited
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum #2-2025PWE-ENG-BS-03-T Civic Centre Sprinklers Phase 2 Thu December 11 2025 01:26 PM	<input checked="" type="checkbox"/>	6
Addendum #1-2025PWE-ENG-BS-03-T Civic Centre Sprinklers Phase 2 Thu December 4 2025 02:26 PM	<input checked="" type="checkbox"/>	1



CCDC 220 – 2024 BID BOND

Bond No.: 935783799-25-48

Bond Amount: \$100,000.00

S. & T. ELECTRICAL CONTRACTORS LIMITED as principal, hereinafter called the Principal, and **INTACT INSURANCE COMPANY** a corporation duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as surety, hereinafter called the Surety, are held and firmly bound unto **Corporation of the City of Sault Ste. Marie** as obligee, hereinafter called the Obligee, in the amount of **One Hundred Thousand dollars (\$100,000.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, for (Name, Location or Address, and Project Number, if any): **Civic Centre Sprinklers & Domestic Water Line Upgrades Phase 2 Sault Ste. Marie Civic Centre 99 Foster Drive, Sault Ste. Marie, ON CITY FILE No.: 2025 PWE-ENG-BS-03 T MET PROJECT NO: 23M55**

The condition of this obligation is such that if the Principal shall have the bid accepted within the Validity Period and:

- a) Enters into a formal contract; and,
- b) Gives such bond or bonds as may be specified in the Obligee's bid documents from a Surety duly authorized to transact the business of Suretyship in the jurisdiction of the project,

then this obligation shall be void. Otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party for the work, supplies and services which were specified in the said bid, if the latter amount be in excess of the former.

The "Validity Period" as used herein shall mean the time period prescribed in the Obligee's bid documents for acceptance of the bid, or, if no time period is specified in the Obligee's bid documents, sixty (60) calendar days from the closing date of the bid.

By agreement between the Principal and the Obligee, the Validity Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further or longer extensions of the Validity Period require prior consent of the Surety.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond. In the province of Quebec, the coverage period of this bond expires seven (7) months after the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

The Surety:

INTACT INSURANCE COMPANY

(corporate name)

1500 - 700 University Ave., Toronto, ON M5G 0A1

(address)

905-277-5008

(fax)

Surety-Claims.Notices.Ont@intact.net

(email)

The Obligee:

Corporation of the City of Sault Ste. Marie

(proper name)

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

(address)

(fax)

(email)

The Principal:

S. & T. ELECTRICAL CONTRACTORS LIMITED

(corporate name)

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

(address)

705.942.0614

(fax)

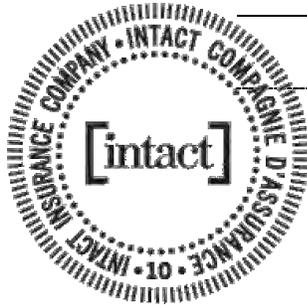
mgirardi@stgroup.ca

(email)

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **17th** day of **December**, in the year **2025**

SIGNED and SEALED
in the presence of

ATTORNEY IN FACT



S. & T. ELECTRICAL CONTRACTORS LIMITED

Principal

Signed electronically by

Martin Girardi
on Dec 17, 2025 - 9:32 PM GMT

(sign)

Martin Girardi

(name of person signing)

INTACT INSURANCE COMPANY

Signed electronically by

Julia Guenther
on Dec 17, 2025 - 8:35 PM GMT

(sign)

Julia Guenther, Attorney-In-Fact



Agreement to Bond

(Surety's Consent)

Consent of Surety No. **935783799-25-48**

To: **Corporation of the City of Sault Ste. Marie**

Should the tender of: **S. & T. ELECTRICAL CONTRACTORS LIMITED**

For: **Civic Centre Sprinklers & Domestic Water Line Upgrades Phase 2 Sault Ste. Marie Civic Centre 99 Foster Drive, Sault Ste. Marie, ON CITY FILE No.: 2025 PWE-ENG-BS-03-T MET PROJECT NO: 23M55**

be accepted within the time period prescribed in the tender, or if no time period is specified, within Sixty (60) days from the closing date of tender, and a written contract entered into, we **Intact Insurance Company**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, do hereby agree to become bound as Surety and will issue

**A Performance Bond equal to 100.00%
A Labour and Material Payment Bond equal to 50.00%**

of the tender price guaranteeing faithful performance of said contract.

This Consent of Surety shall cease and be null and void after thirty (30) days from the award of contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

Dated: **17th day of December, 2025**



INTACT INSURANCE COMPANY

Signed electronically by

Julia Guenther
on Dec 17, 2025 - 8:35 PM GMT
Julia Guenther, Att In-Fact

(Seal)

Consent.dot
(05/21)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-13

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 140 Black Road (PT LT 1 CON 3 ST. MARY'S PT 2, 4 1R1880 EXCEPT PT 1 1R7561 & PT 1 1R11687, T/W T306610; SAULT STE. MARIE) and 815 McNabb Street (PT LT 1 CON 3 ST. MARY'S PT 1 1R1880 EXCEPT PT 2 1R11687; SAULT STE. MARIE) (Suncor Energy Inc. c/o Blair Gagnon).

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. **140 BLACK ROAD AND 815 MCNABB STREET; LOCATED ON THE SOUTHEAST CORNER OF THE BLACK ROAD AND MCNABB STREET INTERSECTION; CHANGE FROM M2 TO M2.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 30/1-34 of Schedule "A" to By-law 2005-150, is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding section (447) and heading as follows:

"(447) – 140 Black Road and 815 McNabb Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southeast corner of the Black Road and McNabb Street intersection and having civic no. 140 Black Road and civic no. 815 McNabb Street and outlined and marked "Subject Property" on the map attached as Schedule 447 hereto is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a "Special Exception" to, in addition to those uses permitted in an M2 zone:

1. A cardlock fuel pump facility."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

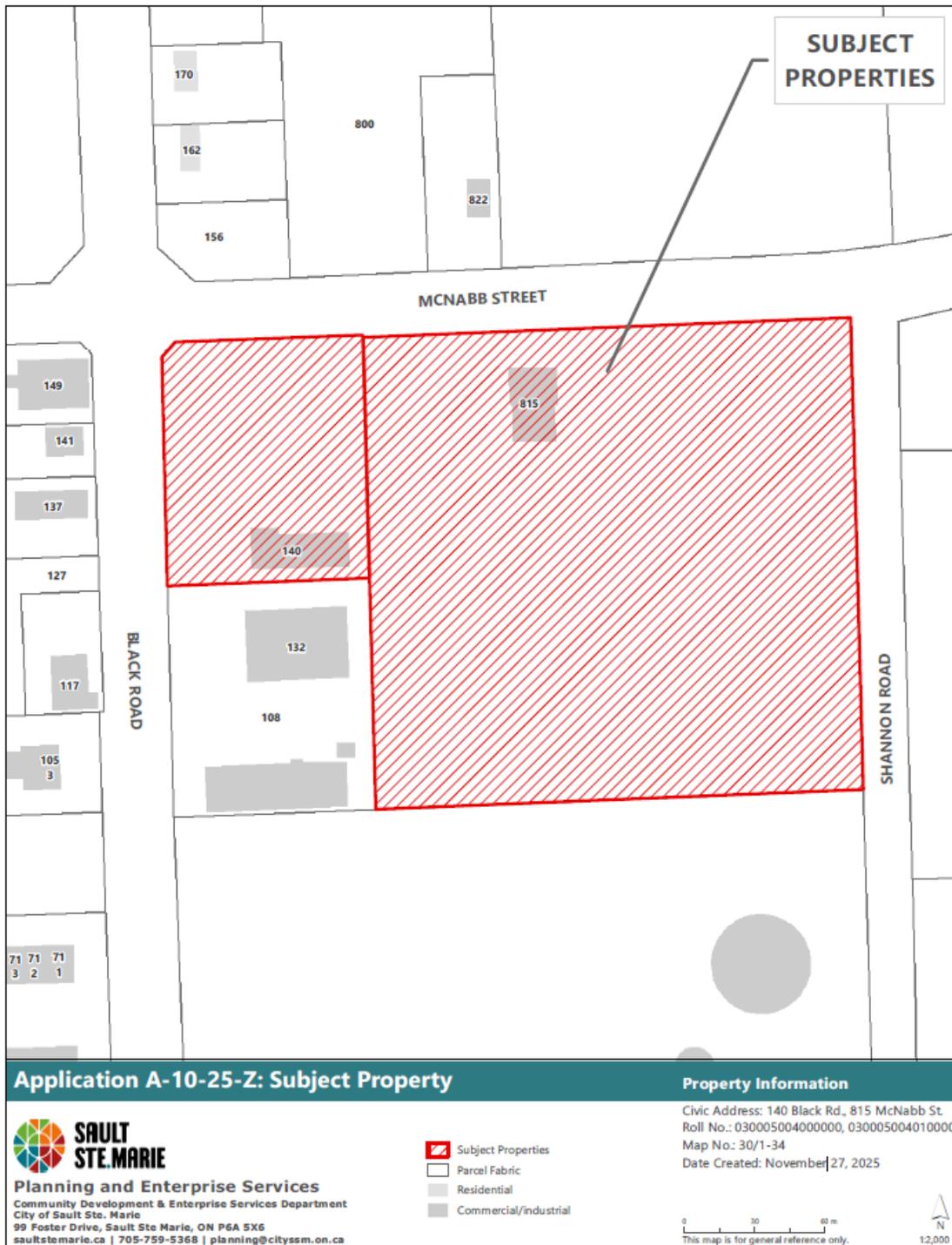
PASSED in Open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2026-13 AND
SCHEDULE 447 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-14

DEVELOPMENT CONTROL: A by-law to designate the lands located at 815 McNabb Street (PT LT 1 CON 3 ST. MARY'S PT 1 1R1880 EXCEPT PT 2 1R11687; SAULT STE. MARIE) and 140 Black Road (PT LT 1 CON 3 ST. MARY'S PT 2, 4 1R1880 EXCEPT PT 1 1R7561 & PT 1 1R11687, T/W T306610; SAULT STE. MARIE) an area of site plan control (Suncor Energy Inc. c/o Blair Gagnon).

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. **BY-LAW 1989-250 REPEALED**

By-law 1989-250 is hereby repealed.

6. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

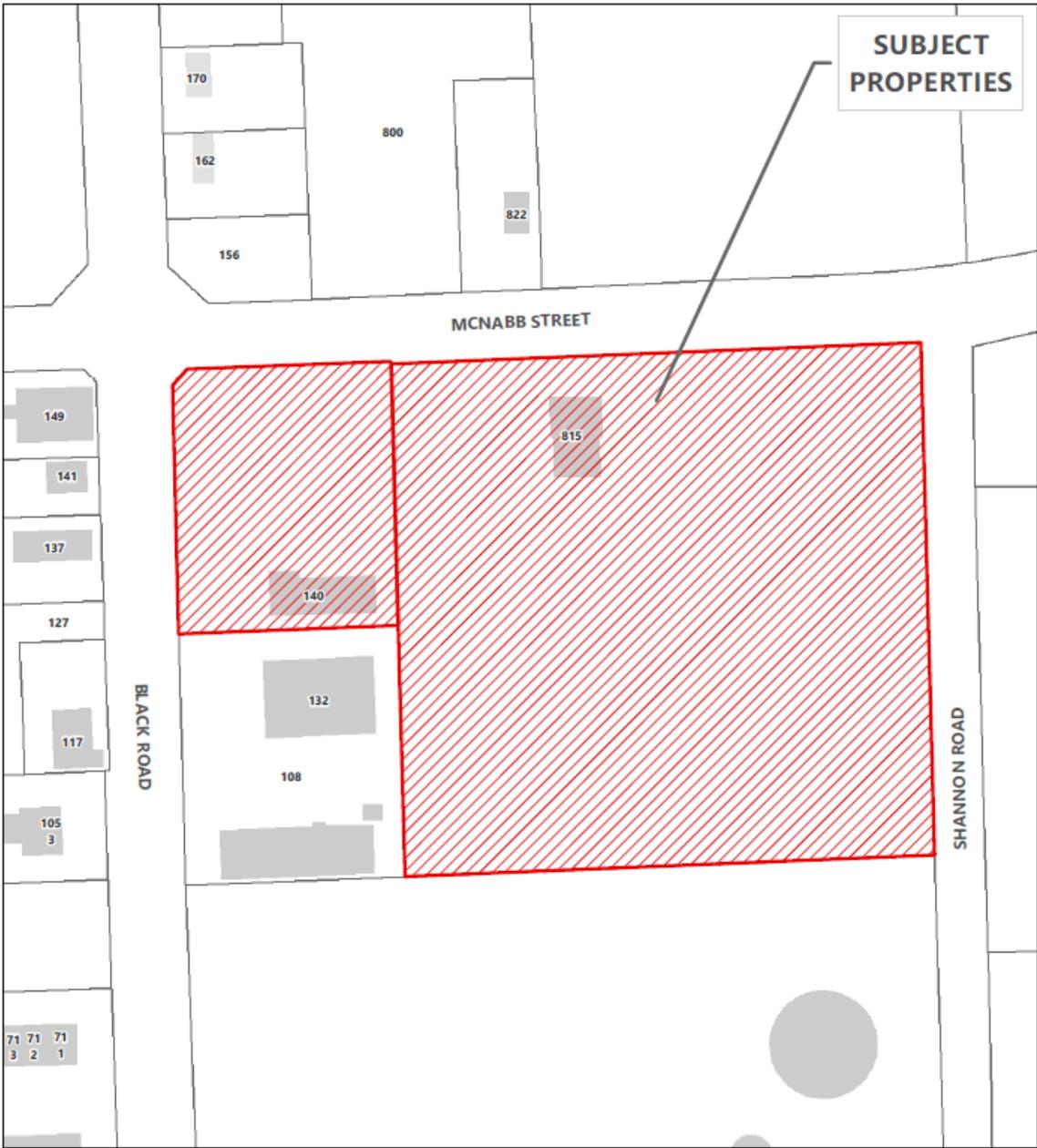
PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2026-14



Application A-10-25-Z: Subject Property		Property Information	
<p>SAULT STE. MARIE Planning and Enterprise Services Community Development & Enterprise Services Department City of Sault Ste. Marie 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p>		<p>Civic Address: 140 Black Rd., 815 McNabb St. Roll No.: 030005004000000, 030005004010000 Map No.: 30/1-34 Date Created: November 27, 2025</p>	
<ul style="list-style-type: none"> Subject Properties Parcel Fabric Residential Commercial/industrial 		<p>This map is for general reference only. 12,000</p>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-15

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 460 Old Garden River Road (LT 31 RCP H731 TARENTORUS T/W & S/T T248503; SAULT STE. MARIE) (Brian Meredith and the Estate of Fairy Ila Mae Meredith).

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. **460 OLD GARDEN RIVER ROAD ; LOCATED IMMEDIATELY NORTH AT THE T-INTERSECTION OF OLD GARDEN RIVER ROAD AND WINDSOR TRAIL; CHANGE FROM RA TO R2 WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 100/1-114 of Schedule “A” to By-law 2005-150, is changed from RA (Rural Area) zone to R2 (Gentle Density Residential) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding section (448) and heading as follows:

“(448) – 460 Old Garden River Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located immediately north at the T-intersection of Old Garden River Road and Windsor Trail and having civic no. 460 Old Garden River Road and outlined and marked “Subject Property” on the map attached as Schedule 448 hereto is changed from RA (Rural Area) zone to R2.S (Gentle Density Residential) zone with the following special provision:

1. That prior to any development or site alteration on the subject property, the Owner submits a grading and drainage plan with a stormwater report, prepared by a qualified professional, to the satisfaction of the Director of Engineering or their designate.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

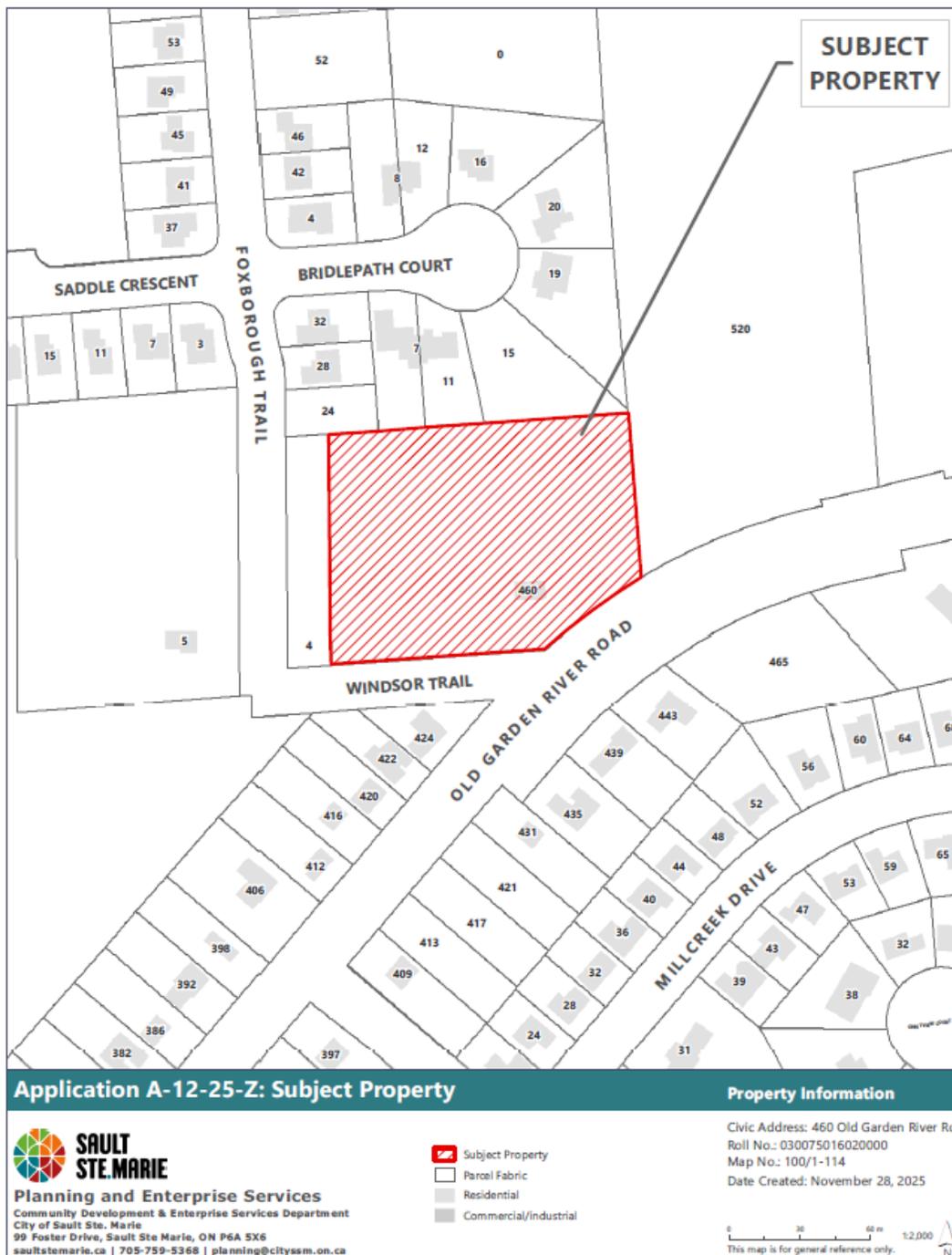
PASSED in Open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2026-15 AND
SCHEDULE 448 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-16

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Intact Public Entities Inc. for General Insurance Services for a term of five (5) years commencing February 28, 2026, with an automatic extension for an additional two (2) years unless notice of termination provided.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 2, 2026 between the City and Intact Public Entities Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for general insurance services for a term of five (5) years commencing February 28, 2026, with an automatic extension for an additional two (2) years unless notice of termination provided.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 2nd day of February, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**GENERAL INSURANCE SERVICES AGREEMENT FOR
THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

THIS AGREEMENT made in duplicate this day of , 2026.

B E T W E E N:

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

(herein referred to as the "Municipality")

- and -

INTACT PUBLIC ENTITIES INC.

(herein referred to as the "Broker/Insurer")

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

This agreement (the "Agreement") shall be for a term of five (5) years commencing February 28, 2026 and ending February 28, 2031 (the "Term"), provided that this Agreement is not previously cancelled or terminated by the City in accordance with this Agreement, by operation of law or otherwise, and further provided that the Broker/Insurer has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Services would automatically extend for another two (2) terms, each consisting of one (1) year on the same terms and conditions unless the City provides notice ninety (90) days prior to the expiry of the Term that it desires to terminate the Agreement at the end of the Term or Renewal Term.

2. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and the Contract Documents, attached as **Schedules "A" and "B"** to this Agreement.

3. DOCUMENTS

- (1) The following list is an exact list of the Contract Documents referred to in Section 2(1) of this Agreement:
 - (a) Bid Submission for General Insurance Services City of Sault Ste. Marie – File #2025LGL-02-P (the "Proposal"); and
 - (b) Request for Proposal – General Insurance Services for the City of Sault Ste. Marie – File #2025LGL-02-P (the "RFP").
- (2) In the event of a conflict or inconsistency between the Proposal and the

RFP, the RFP shall prevail.

4. EXECUTION OF WORK

- (1) The Broker/Insurer shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Broker/Insurer either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Adjuster shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. PAYMENT FOR SERVICES

- (1) The Broker/Insurer shall invoice the Municipality annually for the Work performed for the Municipality at the rates outlined in the Proposal for Year 1 in the Term (February 28, 2026 – February 28, 2027). For Year 2 (February 28, 2027 – February 28, 2028), Year 3 (February 28, 2028 – February 28, 2029), Year 4 (February 28, 2029 – February 28, 2030) and Year 5 (February 28, 2030 – February 28, 2031), the pricing for all insurance coverage as set out in the Proposal shall be set forth in the Renewal Documents and Renewal process deliveries and timelines shall proceed in accordance with Item 3 of the Bid Submission.
- (2) In the event that the City is not satisfied with the Renewal terms proposed for Years 2 – 5 inclusive in the Term, the City may terminate this Agreement without cause or reason by giving the Insurer thirty (30) days' written notice.
- (3) The Insurer/Broker may request additional payments throughout the Term for Endorsements, changes to the policy. This is applicable only if the City adds any additional property, rents equipment, or makes other additions to the assets of the Corporation. Such requests shall be completed by way of a formal invoice form.

6. TERMINATION OF AGREEMENT

- (1) In the event that the Broker/Insurer breaches any provision of this Agreement, the Municipality shall notify the Broker/Insurer in writing of the nature of said breach, and the Broker/Insurer shall be given fifteen (15) days to remedy the violation. If the Broker/Insurer has not remedied the violation to the satisfaction of the Municipality at the expiration of fifteen (15) days from such notification, the Municipality, at its sole discretion and without prejudice to any other remedy available to the Municipality, may:
 - (a) Waive the breach;
 - (b) Make any other mutually agreeable arrangement with the Broker/Insurer; or
 - (c) Terminate this Agreement pursuant to Section 6(3) of this Agreement.
- (2) In addition to Section 6(1) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (3) The City may terminate this Agreement, without cause or reason, by giving the Broker/Insurer thirty (30) days written notice.

- (4) In the event that the City provides notice pursuant to Section 1 or Section 6(3) of this Agreement that the City is terminating this Agreement, the parties hereto acknowledge and agree that the Broker/Insurer shall automatically extend insurance coverage on the same terms and conditions for a period of ninety (90) days following receipt of the said notice by the City if so requested by the City ("Extended Term"). This Extended Term shall automatically end following ninety (90) days from the date notice was given by the City or when the City secures alternate coverage if that occurs earlier.

7. LIMITATIONS OF LIABILITY

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Broker/Insurer or any of its officers, employees, agents contractors or any other person, howsoever caused.

8. INDEMNIFICATION

The Broker/Insurer shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Broker/Insurer or by its officers, employees, agents or contractors in connection with the performance of the Broker/Insurer's obligations under this Agreement or from this Agreement.

9. INSURANCE

- (1) The Broker/Insurer shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of Services pursuant to this Agreement.

(2) Commercial General Liability

The Broker/Insurer shall, during the Term of this Agreement, and any renewal thereof, at its own expense, maintain in effect, with an insurer licensed to do business in Ontario, Commercial General Liability Insurance satisfactory to The Corporation of the City of Sault Ste. Marie and underwritten by an insurer licensed to conduct business in Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$10,000,000 per occurrence
- (b) Add The Corporation of the City of Sault Ste. Marie as an Additional Insured with respect to operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Contractual Liability
- (g) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The Broker/Insurer shall take out and keep in force Professional Liability Insurance in the amount of \$10,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under the Agreement. The policy SIR/Deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie. The Corporation of the City of Sault Ste. Marie has the right to request that an Extended Reporting Endorsement be purchased by the Adjuster at the Adjuster's sole expense.

Primary Coverage

The Broker/Insurer's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.

Certificate of Insurance

The Adjuster shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

10. ASSIGNMENT

The Broker/Insurer shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, the Broker/Insurer shall ensure that any assignee undertaking any of the Broker/Insurer's obligations hereunder shall be bound by the terms of this Agreement. The Broker/Insurer shall not be released of its obligation to the Municipality by reason of the assignment, and the Broker/Insurer shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

11. MUNICIPALITY AND BROKER/INSURER CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie
Shelley Olar
Risk Manager
99 Foster Drive P6A 5X6
Sault Ste. Marie, Ontario P6A 5N1
Telephone: (705) 759-5768
Email: s.olar@cityssm.on.ca

Intact Public Entities Inc
Alexandra Weed
Regional Manager Ontario North, Municipal and Public Administration
278 Pinebush Road, Suite 200
Cambridge ON N1T 1Z6

12. AMENDMENTS

The Municipality and the Broker/Insurer hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

13. ENTIRE AGREEMENT

The Broker/Insurer acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 13 of this Agreement.

14. SUCCESSORS

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

15. GOVERNING LAW

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this day of , 2026.

Per: _____
Name:
Position:

I have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Per: _____

We have the authority to bind the Corporation