

City Council, August 7th, 1956.

Respectfully submitted,

(Sgd.) CHARLOTTE WHITTON, Chairman,
ROY DONALDSON,
ERNIE JONES,
GEORGE NELMS,
PAUL TARDIF.

2. Moved by Controller Nelms, seconded by Controller Jones, that Report No. 17 of the Board of Control, just presented, be received and adopted.

3. Moved by Alderman McAuley, seconded by Alderman Ogilvie, that Section 2 of Clause No. 4 re Traffic—Bronson Avenue Bridge and Driveway be returned to the Traffic Committee for further discussion:—Lost on the following division:—

YEAS—Alderman Boyce, Doherty, Groves, Henry, McAuley, Morin and Ogilvie—7.

NAYS—Her Worship the Mayor, Controllers Donaldson, Jones, Nelms and Tardif; and Aldermen Barber, Nickson, Reid and Robinson—9.

Report No. 17 of the Board of Control then carried as presented.

Controller Nelms presented Report No. 17A of the Board of Control.

20. CITY HALL GREEN ISLAND AND FORMER ELGIN ST. SITE.

The Board transmits herewith Supplementary Report No. 17A containing, for adoption, (a) License Agreement between Her Majesty The Queen relating to Green Island and (b) Agreement between The Federal District Commission, and the City covering Green Island and the former City Hall site.

The Government has approved of this in P.C. 1956—1182 of date August 2nd, 1956, and has further agreed:—

"pursuant to the provisions of subsection (e) of section 10 of the Federal District Commission Act, to approve the sale by the

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Federal District Commission to the Corporation of the City of Ottawa, for a nominal consideration, of the southerly half from front to rear of Lot 21 on the West side of Waller Street as shown on Plan No. 3922 registered in the Registry Office for the Registry Division of the City of Ottawa".

(Sgd.) CHARLOTTE WHITTON, Chairman,
ROY DONALDSON,
ERNIE JONES,
GEORGE NELMS,
PAUL TARDIF.

4. Moved by Controller Nelms, seconded by Controller Jones, that Report No. 17A of the Board of Control, just presented, be received and adopted.— Carried

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for the first hour and 10c each additional hour, all day parking \$1.00, weekly parking \$5.00, and monthly parking \$15.00. These estimates are subject to revision.

The Board of Control as Market Commissioners, agrees to an accountable advance of \$10,000.00 being made to the Parking Authority, and so recommends, funds having been provided in the Sundry Appropriations.

It also recommends that the conditions of the lease to the Parking Authority and the terms of fair rental be worked out on the basis of recommendations from the Parking Authority and the Commissioner of Finance, and similarly the parking charges. The revenue from the project is to be credited to Market Revenue.

To accomplish the requirements for this site it is necessary, and the Board so recommends, that notice be given to Cabeldu Motors Ltd. and to George Frisby terminating their leases (one month's notice being required in each case), and to the City's Planning and Works Department to vacate in one month the portion of the property the Department is using for Yard purposes. Carried

13. LEVEL CROSSING REMOVAL FUND.

The Board reports that the following securities have been purchased for the Level Crossing Removal Fund, from J. L. Graham and Company Limited, and requests Council's ratification of this purchase:

\$ 3,000.00 City of Ottawa

3¼% 1st January, 1967

@ \$91.25 and accrued interest

To yield 4.30%

Carried

14. CITY HALL.

On the advice of the Architects, Messrs. Rother, Bland, Trudeau, the Board recommends the acceptance of the tender of the Dominion Bridge Company Limited, P.O. Box 85, Ottawa, at \$345,865.00, for the supply, fabrication and erection of steel work for the new City Hall on Green Island, it being the lower.

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The only other tender was from Dominion Structural Steel Limited, at \$362,500.00, plus escalator clause.

While the Dominion Bridge Co. had included an escalator clause, the architects have advised that the Company, in a letter addressed to them, have withdrawn the escalator clause included in their tender. They have, as well indicated in this letter the arrangements which they are prepared to make, to ensure the supply, fabrication and erection of steel work by the date stated in their tender. (See copy of letter below.) These arrangements, state the architects, "will permit both our engineers and ourselves to check the build-up and fabrication of steel in advance of March 1st, the date for commencement of erection, and seem satisfactory."

The architects state that "the high bidder, Dominion Structural Steel Limited, were not prepared to withdraw the escalator clause included in their tender."

In view of the lower lump sum price and lower unit price, the earlier commencement date, withdrawal of escalator clause, and the arrangements as stated in their letter, the architects recommended the Dominion Bridge Co. Ltd. tender for acceptance.

The letter from the Dominion Bridge Co. Ltd. to the architects, dated August 13th was as follows:

"We are pleased to confirm the following information given you this morning at a meeting held in your office, at which were present Messrs. Rother, Trudeau and McCutcheon—also present were Mr. G. H. Midgley, General Sales Manager of our Company, and the writer.

We agreed to schedule mill rollings for both American and Canadian mills to suit start of erection date of March 1, 1957, and to complete erection of all structural steel in nine (9) weeks thereafter, as indicated in our tender of the 8th instant.

We further agreed to give priority in all departments, i.e., drawing office, fabricating shops and field erection, in such manner as to assure completion on schedule.

We were in communication with the Canadian Manager of the Bethlehem Steel Export Corporation from which Company we would purchase all the

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necessary American material. We were given to understand that the first rollings on this order would take place in October-November period, with sufficient tonnage in the following (3) three months to cover our total requirements.

We further agreed to submit to you, or your representative, a report of fabricated output from our local plant each week or each month, as you wish, to show that not less than 60% of the output will be devoted to this contract. As further reassurance of our ability to meet your requirements with respect to completion date, we can inform you that our headquarters plant at Lachine, P.Q., are ready and willing to assist our local plant if for some unknown reason there is indication of falling behind in our schedule.

We have reviewed the conditions of our tender in so far as the supply of material and labour is concerned and have come to the conclusion that the escalator clause mentioned in our tender to you of the 8th instant can now be eliminated for the reason that we had included in our price the recent increases in the cost of steel from both the Canadian and American mills. As far as labour is concerned, our contracts with both shop labour and field labour have been signed and the former does not expire until June 1, 1957, whereas the latter will not expire before June 5, 1958.

We enclose a blank copy of the Surety Bond we propose using, by the Canadian Surety Company.

We trust the foregoing gives you the information you require.

In closing we would like to further state that, if awarded this contract, we will positively agree that all conditions stated in this letter will be strictly adhered to. We also agree to start erection earlier than March 1, 1957, if the material delivery picture from the rolling mills improve. This will, of course, have to be dealt with later on but you have our assurance that we will do everything possible along these lines.

We would like to take this opportunity to thank you very much for the courtesy extended during our visit with you this morning, and remain."

(Sgd.) Dominion Bridge Company Limited,
W. E. McHUGH,
Manager, Ottawa Branch.

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The City's Legal Department was asked to look into the matter of protection by means of bonds, and has given the following opinion, and is to be transmittted to the architects:

"... Clause 6 provides that a surety bond for the proper fulfilment of the contract as required under the terms of the special and general conditions will be furnished by the applicant, Dominion Bridge Company Limited.

Clause 7 of the tender refers to the fact that the applicant will undertake to commence the erection of the steel work not later than March 1st, 1957, and to continue erection without delay until the work is completed. While it is true that there is no reference in Clause 7 to the word **supply**, nevertheless it is obviously clear from a proper reading of the tender that the work could hardly be commenced unless the steel was also supplied for the work. In any event, when the contract is executed it will then be in order also the appropriate time to spell out the requirement that the steel be supplied on the date specified in the contract. In brief it would be premature and unnecessary to insist upon two separate surety bonds when one could adequately cover the matter of supplying the steel.

The specimen contract bond is meant to cover not only the erection of the building but also the supply of steel since it refers to a written **contract** and, as I have already stated, when the contract is prepared it should refer to the supplying of the steel.

Clause 8 of the form of tender as submitted by the Dominion Bridge Company Limited also clearly states that the applicant, as required by the special conditions, etc., will furnish proof of his ability to supply, etc., so that the City or the City's architects have an opportunity to satisfy themselves that this requirement is met. In any event, the tender provides for the contract being entered into between Dominion Bridge Company Limited and the City and it should be made clear to the architects, if they are preparing the contract, that the word **supply** should be clearly set out in the contract."

The City's Legal Department was also asked to consider the matter of the escalator clause put in by both tenderers and the advice given the Board, under date of August 13th is as follows:

"It is my opinion that no provision is made for such an escalator clause in the tenders as submitted, and therefore both tenders are not in the proper

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form, and under ordinary circumstances such tenders would not be acceptable. However, in view of the fact that both the Dominion Bridge Company Limited and the Dominion Structural Steel Limited are the chief suppliers and erectors of structural steel, it might be well for the Board of Control to consider the advisability of waiving this irregularity."

The architects advise that as a result of the recent steel strike settlement, the tenders reflect an increase of approximately 10% on prices current prior to the strike and on their earlier estimates of cost an increase of approximately \$35,000.00. They state though that this does not necessarily mean an increase in the overall cost of the building, although it will not be possible to determine the effect precisely until a later date. Carried

15. CIVIC HOSPITAL.

The Trustees of the Civic Hospital have requested authority to use up to \$30,000.00 from the 1956 Special Capital Grant from the Province to make various improvements for civilian patients within the Veterans' Pavilion of the Hospital.

The Board recommends that the City Treasury be authorized to advance to the Hospital amounts up to this total from the aforementioned Special Capital Grant. Carried

16. COURTS AND CONSTABULARY BUILDING.

On the advice of the Architects, Messrs. Page & Steele, the Board recommends approval of the following changes in the Courts and Constabulary building contract:

Painting Roxatone finish to walls in the court room, instead of paint as allowed, sum of \$145.00.

Substitute leaded copper flashing for copper flashing shown on Section 1/6 and 2/7 of Architectural Drawings above lime stone, allow sum of \$200.00. Carried

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17. CIVIC PROPERTY.

The adjoining owners of Lot 284 Chatelaine St., having been offered the opportunity to purchase this lot (size 25' x 100') at the City's valuation, namely, \$500.00, and Alphonse Parent, the owner of Lot 285 being willing to do so and incorporate it into his property, the Board recommends that the sale be made to Mr. Parent at this price.

The offer was made through the City Treasury Dept. Carried

18. MEDICAL HEALTH PLAN.

Following protracted discussions with the Ottawa Municipal Service Association Executive, the Board of Control offered the Association a medical health plan containing benefits substantially no less than the Blue Cross-P.S.I. plan which the Association had asked of the Board of Arbitration.

The Association's Executive has declined to accept the offered dividend plan and insisted on the acceptance of the Blue Cross-P.S.I. plan as the Award of the 1956 Arbitration Board. The Arbitration Board had authorized the implementation of such a Blue Cross-P.S.I. plan where mutual agreement could not be arrived at, with 50% of the cost to be paid by the City.

(The Civic Institute of Professional Personnel had agreed to accept the dividend plan.)

The Board of Control, in the situation outlined above, under date of July 20th, advised the Executive of the Ottawa Municipal Service Association that, short of protesting certain problems raised by the Arbitration Award, it had no other course but to put Blue Cross-P.S.I. in to effect at the earliest possible date that could be arranged with these services and for every employee of the City for the remainder of 1956.

The Board is now advised by the City Treasury Department that the effective date of commencement can be September 15, 1956. It is estimated that the cost to the City for its share of the cost for the period September 15-December 31, 1956, will amount to \$24,281.25, based upon a survey made

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Conditions—

A restriction against the use of lands and the erection and use of buildings in accordance with By-law No. 95—55.

A prohibition against the issuance of building permits until petitions for water and sewers have been received and approved by the Corporation and the Ontario Municipal Board.

The 5% dedicated lands have been taken out of the proposed Lot No. 4 and in addition to that, the subdivider has also deeded a 5 ft. strip for the widening of Hare Avenue and a 7 ft. strip for the widening of Carling Avenue.

As the 2 streets, Hare and Carling Avenues, are in existence no condition as to prepayment for services was made by Council and accordingly no bonds have been filed.

Incorporated in the subdivision agreement is a grant of easement in favour of The Hydro Electric Commission of the City of Ottawa and The Bell Telephone Company of Canada.

All taxes have been paid to December 31st, 1956. Carried

#6. BASE LINE ROAD AREA ZONING BY-LAW.

On the advice of the Ottawa Planning Area Board based on a report of its Technical Advisory Committee, the Board recommends enactment of a By-law to zone properties fronting on the Base Line Road between Fisher Avenue on the East and the westerly limit of the St. Clair Gardens Sub-division on the West.

At the present time this area is unzoned. The proposed zoning will permit commercial buildings on the lands in the vicinity of the Merivale Road and Clyde Avenue with the remainder of the properties being restricted to residential buildings.

The by-law has been drafted after a number of meetings of a zoning committee of representative property owners from the area. Carried

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#7. NEW CITY HALL FOUNDATIONS.

On the advice of the Architects for the new City Hall, Rother, Bland & Trudeau, the Board recommends the acceptance of the tender of Messrs. B. Perini & Sons Canada Limited amounting to Two Hundred and Sixteen Thousand, One Hundred and Seventy-six Dollars (\$216,176.00) as being the lowest tender which fulfils the conditions set out in the tender documents.

The Architects advised that after having inspected the tender document and having interviewed the contractors submitting the lowest tenders, they were of the opinion that Messrs. Boreal Construction Company cannot comply with the requirements set out in para. 3 of the Preamble of the Specifications and Clause 8 of the Form of Tender to show proof of their experience in carrying out work of similar character and magnitude:

B. Perini & Sons Canada Ltd.	\$216,176.00
Boreal Construction Co.	212,258.00
Geo. A. Crain & Sons Limited	238,770.00
W. R. Bourne & Company	296,709.60
Foundation Co. of Canada Limited	342,145.00
Thos. Fuller Construction Co. Ltd.	382,000.00
	Carried

8. STRATHCONA HEIGHTS HOUSING PROJECT — PAYMENTS IN LIEU OF TAXES FROM CENTRAL MORTGAGE AND HOUSING CORP.

The Board reports that on September 13th it was agreed between the Board of Control and the Central Mortgage and Housing Corp. that since Central Mortgage and Housing Corp. were raising rents in this project, commensurate increase in payment in lieu of taxes should be made as had been the case in the Merivale Road and other projects.

The President, Central Mortgage and Housing Corp. advised:

"I wish to advise that we are prepared to amend the present agreement with the City to provide for an increase in the present payment in lieu

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6. STEAM SUPPLY — NEW CITY HALL.

The Board reports that the Architects for the New City Hall have studied the offer of the Department of Public Works to supply steam from the Government Plant to the City Hall and have found that it can be supplied at lesser cost by the City making its own provision.

Therefore, the Board of Control has declined the Government's offer with its appreciation of the co-operation proffered and has instructed the Architects to proceed in the City Hall plans with the provision of the steam plant for the building.

The Board has also asked the Architects to look into the practicability of providing in its plans for conversion to natural gas when it becomes available.

7. ALTA VISTA PAVEMENT WORK.

The Board submits the following report of the City Solicitor re the Alta Vista Pavement work:

"At the meeting of the City Council held on October 15, 1956, the Council approved of an additional expenditure of \$7,784.00 on the Alta Vista pavement work which is being undertaken by H. J. McFarland Construction Company Limited.

As this work is a local improvement work (Report Number 430E) and the additional expenditure does not involve in excess of 25 per cent of the amount originally approved by the Ontario Municipal Board, it is not necessary to obtain a further approving order now from the Ontario Municipal Board. It will be obtained in the usual way when the debenture by-law is being processed."

8. ELMVALE ACRES SUBDIVISION SURFACE DRAINAGE — EXTENSION AND DEEPENING OF AWARD DITCH.

The Board reports that it has acted on the advice of the City Solicitor and the Acting Director of Planning and Works (in the absence of the Director but on his behalf) and engaged the services of W. G. McGeorge,

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of Chatham, Ontario, as Consultant Engineer in the matter of the Elmvale Acres extension and deepening of the Award Ditch and the application of the Municipal Drainage Act in respect to this ditch.

***x9. SNOW REMOVAL — LADY GREY DRIVE.**

The Board reports that the Federal District Commission has agreed to undertake the snow plowing and sanding to keep Lady Grey Drive open for traffic under the same conditions as applied during the 1955-56 winter season.

10. LOCAL IMPROVEMENTS.

The Board submits the following table which shows the Estimate of Cost of authorized unfunded Local Improvement Works to 26th October, 1956, and their distribution between the Benefitting Ratepayers' and the General Ratepayers' share.

SUMMARY

	Total Estimated Cost	Benefitting Ratepayers' Share	General Ratepayers' Share
Sidewalks	\$ 526,455.00	\$ 264,012.26	\$ 262,442.74
Pavements	1,898,125.00	1,012,805.65	885,319.35
Bituminous Surface Treatment	270,738.00	223,053.11	47,684.89
Concrete Curbs	8,650.00	6,931.18	1,718.82
Access Roads	253,260.00	195,622.20	57,637.80
Street Lighting	33,330.00	33,330.00	—
Sanitary Sewers	7,482,594.00	5,593,618.80	1,888,975.20
Storm Sewers	1,424,922.00	325,192.28	1,099,729.72
Water Mains	4,214,956.00	2,605,641.12	1,609,314.88
	<u>\$ 16,113,030.00</u>	<u>\$ 10,260,206.60</u>	<u>\$ 5,852,823.40</u>

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REPORT OF THE CITY HALL BUILDING COMMITTEE TO COUNCIL, MONDAY, NOVEMBER 5, 1956

The City Hall Building Committee met with Messrs. Rother and Trudeau of the City's Architects, on Wednesday, October 24th, and unanimously approved the revised plans setting out in detail—

Plans for the first and second floors of the new City Hall, showing the Council Chamber, Mayor's Office, Board of Control room, increased space for Aldermen's rooms, and Aldermen's offices for interviews, etc.

Space analysis, interior finishing, and other architectural details were examined and approved generally.

Re space analysis the architects submitted detailed schedules which the Committee asked should be summarized for transmission to Council in this report.

The Architects have done so pointing out that they had analyzed space requirements, first as called for in the competition, secondly as submitted and analyzed by departments, thirdly, as discussed with officials of the City and on a comparative basis elsewhere. They reported as follows:

"That the area per person, based on competition requirements and on suggested revisions by heads of departments, varies considerably from department to department, whereas the actual allocated areas are fairly consistent throughout, showing an average of 125.5 square feet per person for net administrative purposes.

We have carried out a careful study of administrative occupancies in both Canada and the United States covering municipal offices, insurance and public utility companies and large corporations, and have found that satisfactory areas in modern buildings run from 100 sq. ft. per person in large corporations to 120 sq. ft. per person in occupancies of a more public nature. These figures include not only the net administrative area of general offices, filing and storage, private, supervisory and executive offices, engineering and draughting offices, etc., but also staff facilities such as cafeterias, rest rooms, lounges, etc.

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Taking the staff facilities into account in the City Hall, the areas for 1965 will allow 142.3 sq. ft. per person which is considerable in excess of the above figures.

The overall net useable area provided for 1965 provides 173 sq. ft. per person. The gross floor area provided in the City Hall is 123,630 sq. ft. with a net useable area of 94,200 sq. ft.

A check against other city halls being erected was made and showed that the Ottawa City Hall compares favourably with these. The Edmonton City Hall provides 154 sq. ft. per person exclusive of public areas, service and storage areas; St. Laurent City Hall provides 153 sq. ft. per person, while the Ottawa City Hall provides 163 sq. ft. per person at 1965.

We are satisfied therefore that on the basis of estimated 1965 establishments, ample space has been provided for all purposes and should serve the City Administration beyond the 1965 target date."

The Committee agreed in principle with the Architects and went on record that approximately 250 square feet be considered as generally allotted to each Department Head, with a maximum of 300 square feet.

The Committee instructed the architects to proceed with all dispatch to final drawings and specifications for tender call and so to report to Council.

CHARLOTTE WHITTON,

Chairman.

C. MAXWELL TAYLOR,

Secretary.

5. Moved by Her Worship Mayor Whitton, seconded by Alderman Nickson, that the Report of the City Hall Building Committee, just presented, be received and adopted.—Carried.

Her Worship the Mayor resumed the Chair.