

COVER PAGE

PROJECT INFORMATION

Please complete the fields below with information regarding your project.

Project Title	Sustainable Concrete		
Brief Description	Development and support of sustainable construction design requirements		
Total Estimated Project Budget	\$28,519.45	Amount Requested from SPF	\$28,519.45

Campus(es) Impacted Downtown Macdonald Gault Nature Reserve Other

CONTACT INFORMATION

Project Leader

This person must be a current McGill University student, administrative staff, or academic staff.

Name	Philippe St-Jean	Affiliation	Administrative Staff
Email	philippe.st-jean@mcgill.ca	Campus	Downtown
Faculty/Unit/Organization	Design Services, FMAS		

Project Team Members

The SPF encourages you to be inclusive, collaborative (especially between staff and students), diverse, and interdisciplinary when possible. To list more members, please complete a second cover page. You may email it to [SPF Staff](#) to include with your application.

Name	Emmanuelle Lapointe	Affiliation	Administrative Staff
Email	emmanuelle.lapointe@mcgill.ca	Faculty/Unit/Organization	Design Services, FMAS
Name	Madhav Badami	Affiliation	Academic Staff
Email	madhav.badami@mcgill.ca	Faculty/Unit/Organization	BSE
Name	Divya Sharma	Affiliation	Administrative Staff
Email	divya.sharma2@mcgill.ca	Faculty/Unit/Organization	MOoS
Name	ENVR 401 Student Group	Affiliation	Undergraduate
Email	TBD	Faculty/Unit/Organization	MSE
Name		Affiliation	Choose one.
Email		Faculty/Unit/Organization	

SUBMISSION INFORMATION

In line with the [SPF Eligibility Criteria](#), our team certifies that this project takes place at **McGill University**, is **sustainability focused**, is requesting **seed funding**, and is **action oriented**.

Yes No

Our team has read the [SPF Terms & Conditions](#) and agrees to respect them.

Yes No

Our team understands that this application is not confidential and consents to have its contents shared with relevant stakeholders during the review process and, if approved, on the SPF website.

Yes No

Our team agrees to have **their contact information** included in the complete and shared application and, if approved, on the SPF website.

Yes No

PART 1: PROJECT OVERVIEW

Instructions: Please answer the questions below as clearly and concisely as possible. You will be able to detail your project further in Part 2 of the Over \$5,000 application process, the Project Plan, as well as submit relevant appendices. Once you have completed this Project Overview, save it and submit it online. SPF Staff will respond with feedback on your application within two weeks and send you Part 2. Once all sections are complete, the combined application will be provided to the SPF Governance Council for their review and decision. As a reminder, all SPF applications are assessed using the [SPF Eligibility & Evaluation Criteria](#):

ELIGIBILITY CRITERIA		EVALUATION CRITERIA		
AT MCGILL	SUSTAINABILITY FOCUSED	ANALYSIS	IMPACT	FEASIBILITY
SEED FUNDING	ACTION ORIENTED	COLLABORATION	SUPPORT	CAPACITY BUILDING

Before starting, you may find it helpful to consult the [SPF Sustainability Brief](#) and the [Climate & Sustainability Strategy 2020-2025](#).

CONTEXT

Criteria assessed in this section: **SUSTAINABILITY FOCUSED, ANALYSIS**

1. **What specific sustainability-related need/issue have you identified at McGill and aim to address through your project? In your response, please describe clearly how the need/issue is related to sustainability.** Note: Please wait to detail your project idea in response to Question 5. Limit ~100 words

Concrete is responsible for roughly 8% of annual global GHG emissions. The cement used in concrete represents approximately 90% of those emissions. Currently technologies and practices exist to drastically reduce the embodied carbon of concrete, however, McGill does not have the in-house expertise to develop a standard that would require the use of low-carbon concrete on construction projects on campus. This project would engage an external concrete engineering firm to develop such a standard and support construction project teams as they work to apply the new standard to projects at McGill.

2. **How do you know this is a need/issue? What research have you done on this need/issue (e.g. consultation, observation, survey)?** Limit ~100 words

I am responsible for the sustainability of McGill's construction design standards, a publicly available document used to guide external design professionals working on McGill construction projects. The embodied carbon of concrete is a well-known issue in sustainable construction that I have researched in detail over the past 3 years. I am not, however, a structural engineer and do not have the expertise to develop robust recommendations for how structural engineers should design their concrete mixes and structures. McGill does not currently have any requirements regarding the sustainability of concrete used on campus (see point 4 below for more detail).

3. **What relevant information and/or best practices have you found that relate to this need/issue? In addition to information from external sources, detail any relevant related initiatives (past or current) that you are aware of at McGill.** Limit ~100 words

I am not aware of any initiatives of this nature at McGill. However, other organisations are addressing this issue in various regions around the world. For example, Marin County in California has developed sustainable concrete standards for all projects requesting construction permits. Similarly, the City of Vancouver is implementing embodied carbon restrictions on construction projects within its borders. The City of Toronto is considering similar measures. It is important to note, however, that the aforementioned standards cannot be adopted directly by McGill because they are not applicable in McGill's context (see point 5 below for more detail).

4. **What expertise or qualifications does your team have regarding this need/issue, if any?** Limit ~100 words

The design standards are used by external design professionals (architects, engineers, etc.) to guide the design and specifications for McGill projects. Only a structural engineer specializing in concrete can develop a concrete construction standard. McGill does not currently have a structural engineer on staff and the only faculty specializing in concrete has retired. The goal of this project is to outsource expertise for an issue for which McGill is ill equipped to address. Design Services is a self-funded unit within FMAS that is responsible for the development of the design standards. No funding sources within FMAS are available to the department to outsource the elaboration of the design standards.

PROJECT IDEA

Criteria assessed in this section: **ALL ELIGIBILITY & EVALUATION CRITERIA**

5. What is your project idea? Please describe the idea thoroughly and concisely. Identify how SPF funding will be used, key contributions to sustainability at McGill, and, if your project is happening in different stages, core phases in the project. Note: You may also share how the project is new or how it complements, builds upon, or scales existing initiatives. Limit ~400 words

The Design Services department intends to hire Arup, a global structural engineering firm specialized in sustainable concrete standards and design, to develop a sustainable concrete standard based on best practices from around the world. This includes design practices that go beyond concrete mixes and look to decrease the overall amount of concrete required in a project. Additionally, Englobe, a local firm specializing in concrete testing, specifications, and analysis, will be hired to work with Arup and local concrete manufacturers to ensure the McGill concrete design standard is adapted to the local context, ambitious, and easy to integrate into construction projects. GHG emissions from concrete can be reduced by more than 75% when following best practices. On a construction project like the New Vic, this would be equivalent to a reduction of approximately ten thousand tonnes of CO₂. Structural engineers in Quebec are inexperienced with sustainable concrete. Therefore, the Arup and Englobe mandates would also include a bank of hours to provide technical support to the Design Services team during the initial transition period following the implementation of the new concrete standards. This is to assist in addressing the technical questions that will likely arise from structural engineers working on new McGill projects who have never worked with sustainable concrete mixes before (FMAS has no in-house experts that could answer these questions). It is important to note that although sustainable concrete standards have been developed elsewhere, McGill can only inspire itself from initiatives of this nature because concrete specifications must be developed according to the local climate and availability of materials. Concrete must be sourced from a plant within 2.5 hours of when it is poured. As such, all standards related to the specification of concrete must be developed in consultation with local concrete manufacturers. Furthermore, the mixes of concrete vary based on weather and must be developed for the regional climate. The final deliverable of this project is a publicly available technical document, posted on the FMAS website, that acts as an instruction manual for structural engineers working on McGill construction projects. This document outlines how they must specify concrete mixes and design projects in order to reduce carbon emissions. The guidance provided in this document could also be adopted by anyone in the greater Montreal area, as it will be tailored to the realities of the local climate and local market.

6. Is your project related to the University's [Climate & Sustainability Strategy 2020-2025?](#) Yes No
7. Is your project related to the University's [Equity, Diversity & Inclusion Strategic Plan 2020-2025?](#) Yes No
8. If you answered yes to Question 6 or 7, how does it relate? Please refer to the relevant strategy category, theme, goal, and/or action in your response. Limit ~200 words

McGill's 2040 carbon neutrality target includes Scope 3 emissions. The embodied carbon emissions of concrete used in construction projects on campus are part of scope 3 emissions. Reducing the embodied carbon emission of concrete through a robust construction design standard will directly contribute to reducing McGill's carbon emissions and achieving carbon neutrality.

TRANSFORMING CAMPUS

Criteria assessed in this section: AT MCGILL, IMPACT

9. In the table below, describe your proposed project's 2-5 main impacts on the McGill community or its main goals to accomplish. Please check the stakeholders that will be impacted. Finally, list at least one key **success indicator** for each impact (e.g. # people will be engaged, % waste will be diverted, # buildings certified). Note: Indicate a realistic target for each success indicator (e.g., rather than "# people engaged," include a target such as "50 people engaged").

Main Impacts/Goals		McGill Stakeholders Impacted (check all that apply)	Key Success Indicator(s)
REQUIRED	1 Develop a sustainable concrete standard for McGill construction projects to reduce GHG emissions.	<input checked="" type="checkbox"/> Undergraduate <input checked="" type="checkbox"/> Academic Staff <input checked="" type="checkbox"/> Postgraduate <input checked="" type="checkbox"/> Admin. Staff <input checked="" type="checkbox"/> Alumni	Sustainable concrete design standard published online GHG emissions reduction of at least 50%
	2 Provide technical support in the application of the sustainable concrete standards.	<input type="checkbox"/> Undergraduate <input type="checkbox"/> Academic Staff <input type="checkbox"/> Postgraduate <input checked="" type="checkbox"/> Admin. Staff <input type="checkbox"/> Alumni	No concrete mixes that deviate from the standards are used in projects
OPTIONAL	3 Students can study the design and application of sustainable concrete in Quebec's context.	<input checked="" type="checkbox"/> Undergraduate <input checked="" type="checkbox"/> Academic Staff <input checked="" type="checkbox"/> Postgraduate <input type="checkbox"/> Admin. Staff <input type="checkbox"/> Alumni	Sustainable concrete standards incorporated into curriculum of at least 5 courses
	4 McGill is a leader in sustainable concrete specifications in Canada	<input type="checkbox"/> Undergraduate <input checked="" type="checkbox"/> Academic Staff <input type="checkbox"/> Postgraduate <input checked="" type="checkbox"/> Admin. Staff <input checked="" type="checkbox"/> Alumni	At least 2 other organisations in Quebec use McGill's sustainable concrete standards.
	5	<input type="checkbox"/> Undergraduate <input type="checkbox"/> Academic Staff <input type="checkbox"/> Postgraduate <input type="checkbox"/> Admin. Staff <input type="checkbox"/> Alumni	

10. Have you considered implementing your project at more than one McGill campus? (e.g. If your project is downtown, could it be implemented at Macdonald Campus as well?)

Yes No

11. Please describe your choice of campus(es) and why this choice is best for your project. Limit ~150 words

This project will impact all McGill campuses in Quebec and potentially other institutions' buildings and grounds as well.

To complete the application process, please submit this form on the SPF website. The SPF Staff will be in touch regarding your application within two weeks and will send you Part 2 for the Over \$5,000 application process, the Project Plan.

PART 2: PROJECT PLAN

Instructions: Please answer the questions below as clearly and concisely as possible. Once you have completed this Project Plan, save it and submit it online. SPF Staff will respond with feedback on your application within 2 weeks. Once all sections are complete, the combined application will be provided to the SPF Governance Council for their review and decision. As a reminder, all SPF applications are assessed using the [SPF Eligibility & Evaluation Criteria](#):

ELIGIBILITY CRITERIA		EVALUATION CRITERIA		
AT MCGILL	SUSTAINABILITY FOCUSED	ANALYSIS	IMPACT	FEASIBILITY
SEED FUNDING	ACTION ORIENTED	COLLABORATION	SUPPORT	CAPACITY BUILDING

IMPLEMENTATION

Criteria assessed in this section: **ACTION ORIENTED, FEASIBILITY, IMPACT**

1. List the key **activities** for your project and indicate the timing for these on the right. Please be specific and realistic when formulating your activities, ensuring that they are achievable within the indicated timeframe.

Key Project Activities	Start Date (DD-MM-YY)	End Date (DD-MM-YY)
Award mandate to ARUP	01-11-21	01-11-21
Award mandate to Englobe	01-11-21	01-11-21
Arup to develop initial draft of concrete design standards in consultation with Englobe	02-11-21	31-12-21
Englobe to consult with local concrete producers to refine standard	01-01-22	24-01-22
Arup and Englobe to complete design standard document	24-01-22	24-01-22
Online publication and implementation of new concrete design standard	24-01-22	24-01-22
Initial support services for projects implementing new concrete design standards	24-01-22	24-07-22
ENVR401 Fall 2021 student Project (evaluation of Quebec's sustainable concrete production)	08-09-21	03-12-21

2. Please describe what will happen to your project after the SPF funding ends. Additionally, please share if anything will be produced or installed (e.g. a workshop guide, equipment, a toolkit, a network, website, etc.) and indicate future maintenance plans. *Limit ~200 words*

The primary deliverable for this project is a comprehensive document detailing the sustainability performance requirements for concrete in all McGill construction projects. The document is the result of the joint research and collaboration of the ENVR 401 group, Design Services, and the mandated consultants. This document will be hosted on the Design Services construction standards website and freely available to the public. The SPF funding requested includes provisions for guiding external structural engineers through the transition to the use of these more demanding design standards. Following this initial transition phase, Design Services will assume all costs associated with the regular updating of this section of the design standards. The initial development and implementation of the sustainable concrete standard represents the largest and most technical undertaking. Design Services does not have access to an internal source of funding to undertake this initiative. It is for this reason SPF funding is being requested. Once the Design Services department has successfully implemented the new concrete standard on multiple projects, the burden of ongoing implementation will be manageable within the available resources of the department.

- 3. Please list any potential risks associated with your project and the measures you will take to reduce their likelihood.**

Main Risks	Preventative Measures
Hours allocated for professional services is insufficient	Services divided between two firms to ensure accountability and transparency; ENVR401 students to participate in research.
Structural engineers have difficulty applying new standards	Budget reserved for professional services to guide engineers during the transition to new standards.

STAKEHOLDER ENGAGEMENT

Criteria assessed in this section: AT MCGILL, COLLABORATION, SUPPORT, CAPACITY BUILDING

4. Please list all the key stakeholders involved in your project, indicating their role and support. If the stakeholder has provided a support letter, please indicate so here and attach it as an appendix document. Note: Projects involving modifying a space on campus, making a permanent installation, hiring a full-time staff, or adding/modifying a garden, etc., must seek permission from the appropriate stakeholder(s) (e.g. building director, Campus Planning and Development Office, staff supervisor, etc.). SPF Staff can help you assess if any key stakeholders need to be added to your list.

Stakeholder's Name(s)	Title	Role in the Project	Support/Permission	Support Letter
Divya Sharma	Climate Officer, MOoS	Collaborator	Confirmed	Yes
Emmanuelle Lapointe	Director, Design Services, FMAS	Collaborator	Confirmed	Yes
Denis Mondou	AVP, FMAS	Stakeholder	Confirmed	Yes
Madhav Badami	Professor, McGill School of Environment	Collaborator	Confirmed	Yes
Philippe St-Jean	Sustainability Construction Officer	Project Lead	Confirmed	No
			Choose one.	Choose one.
			Choose one.	Choose one.
			Choose one.	Choose one.
			Choose one.	Choose one.
			Choose one.	Choose one.

5. How will you communicate about your project and share its impacts with your stakeholders and the McGill community? Please describe your tactics (e.g. social media, workshops, tabling, newsletters, etc.) and any related timing (e.g. at the beginning, during, or after the project). Related activities can also be included in Question 1. Limit ~200 words

In collaboration with Arup and Englobe, the Design Services department will communicate to other organizations, including universities, the existence of the new concrete design standards and assist them with the adoption of this standard by making available to them all information and resources developed through this project. Furthermore, Arup and members of the Design Services department will communicate via their respective social media networks the existence of this standard, including the steps that were taken to develop it and the plan for its continuous evolution. In-class presentations of the standard to students in architecture and civil engineering will be organized by Philippe St-Jean, in collaboration with each department, over the 2022 Fall semester and 2023-2024 Winter and Fall semesters. Furthermore, Philippe St-Jean will host an open access webinar, in collaboration with Arup, targeted at structural engineers and other construction design professionals.

6. If applicable, are there any training, volunteer opportunities, jobs, or complementary applied student research integrated in your project? Please describe. Limit ~100 words

As part of the ENVR 401 Fall 2021 course, a group of 8-9 students will be solicited to assess the Quebec concrete landscape to evaluate the industry's capacity to integrate leading edge practices in reducing GHG emissions associated with the production and transportation of concrete used for construction. The group will evaluate the methods currently proposed, in various regions globally, to reduce emissions associated with concrete. Those methods will then be distilled to a list of methods appropriate to the Canadian context. Local concrete suppliers and

PROJECT BUDGET

Criteria assessed in this section: **FEASIBILITY**

Revenues

Indicate any funding you will receive or may receive to complete your project, including funds from McGill departments and units.

Funding Source(s)	Amount Requested	Request Status
Sustainability Projects Fund (SPF)	\$28,519.45	Requested
	\$0.00	Choose one.
	\$0.00	Choose one.
	\$0.00	Choose one.
REVENUES GRAND TOTAL (<i>must match Expenses Grand Total</i>)	\$28,519.45	

Expenses

Indicate your project expenses below. Please remember to include tax and shipping costs, if any.

Item Description	Unit Cost	# of Units	Total Cost	Expense paid by SPF?
ARUP Initial Service Fees (Structure design and concrete mix design approaches)	\$17,246.25	1	\$17,246.25	Yes, fully
Englobe Initial Service Fees (Concrete mix designs for Quebec)	\$4,374.80	1	\$4,374.80	Yes, fully
Technical Fees (Arup or Englobe, depending on type of support, @\$150/hr+tax)	\$172.46	40	\$6,898.40	Yes, fully
	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
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	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
	\$0.00		\$ 0.00	Choose one.
Expenses Subtotal	\$28,519.45			

Salaries & Wages

If applicable, please indicate any paid positions needed for your project. Please note: if you complete this Salaries & Wages section, you must also complete the [Staff Position Information Appendix](#).

Position Title	~# Hours per Week	~# Weeks	Hourly Wage	Subtotal	+ 20% Benefits	Total Cost	Funding Sources
			\$0.00	\$ 0.00	1.2	\$ 0.00	
			\$0.00	\$ 0.00	1.2	\$ 0.00	
			\$0.00	\$ 0.00	1.2	\$ 0.00	
			\$0.00	\$ 0.00	1.2	\$ 0.00	
			\$0.00	\$ 0.00	1.2	\$ 0.00	
Salaries & Wages Subtotal						\$ 0.00	

EXPENSES GRAND TOTAL (<i>must match Revenues Grand Total</i>)	\$28,519.45
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APPENDIX

Relevant Support Documents

List any appendix documents in order in the table below.

Please keep the total number of pages as low as possible (recommended max 10). Please include any relevant support letters.

Doc #	Appendix Document Title	# of Pages
1	ARUP: McGill University - Sustainable concrete standard	13
2	Englobe: Offre de services professionnels	7
3	Denis Mondou: Support Letter	1
4	Divya Sharma: Support Letter	1
5	Emmanuelle Lapointe: Support Letter	1
6	Madhav Badami: Support Letter	1
7		
8		
9		
10	Staff Position Information Appendix , if applicable	

Your ref
Our ref McGill University - Sustainable concrete standard
File ref MUGCS



Philippe St-Jean
Sustainability Construction Officer
McGill University
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Montreal, Quebec, Canada, H3A 2R7

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25 May 2021

Dear Philippe St-Jean,

McGill University - Sustainable concrete standard

On behalf of Arup, we thank you for this opportunity to work with McGill University in developing a campus wide sustainable concrete standard.

To help meet their sustainability goals, we understand that McGill University are seeking to expand on their existing concrete standards including the introduction of sustainability targets to be adopted on all future projects. This work will build on the close and active collaboration we have had through the development of the New Vic project bringing in our specialist expertise when required. Our approach will not only provide the required specialist knowledge and experience to achieve McGill's ambitions but also ensure that the approaches taken support the broader sustainability vision.

We at Arup bring together our combined global and local expertise in structural design, construction materials and sustainability. We have supported numerous clients in developing similar sustainable concrete specifications and design standards. With our inherent nature rooted in design, materials and sustainability we are here to support McGill in achieving their sustainability goals and to collaborate on this exciting opportunity.

If you have any additional questions or concerns, then please do not hesitate to contact me.

Sincerely,

Matt Humphries
Associate Principal

cc Frances Yang, Associate
 Aydin Pisirici, Associate
 Nuno Ferreira, Associate
 Fragkoulis Kanavaris, Senior Engineer

1 Introduction

Arup Canada Inc. (Arup) is pleased to provide our proposal for materials consulting for the development of a sustainable concrete design standard for McGill University in Montreal, Quebec.

Arup are already a central part of the design teams on other McGill University projects providing multidisciplinary and specialist services for both new-build and existing building retrofit. This thorough knowledge of McGill's drivers, requirements and ambitions will be invaluable when developing a sustainable concrete design standard to be adopted on all future projects across campus. Providing a collective approach to structural engineering, materials and sustainability consulting will enable Arup to undertake a holistic review of McGill's work in progress concrete design standard.

Arup have a strong history of providing sustainability and materials consulting services on projects and developing design standards that help meet our client's ambitions. Our sustainability and materials experts Frances Yang, Nuno Ferreira and Fragkoulis Kanavaris have worked on similar projects worldwide developing similar design standards for our clients.

2 Scope of Work

Through our extensive experience in materials and sustainability and our detailed knowledge of McGill's ambitions we have identified the requirement for the following specialist materials consulting services:

- Review of McGill's work in progress concrete specification reference 03 30 00 received on 24 February 2021 (See Appendix A2) and provide comments and recommendations. These high-level comments may include:
 - Carbon content of cement
 - Review of innovations and cement alternatives relevant to the region and potential applications
 - Cement replacement solutions available in the region
 - Use of higher-grade reinforcement in the region
 - General comments on procurement
 - Implementation of low carbon targets on projects
 - High level recommendations to be considered in structural design that could help in reducing the carbon footprint of concrete
- Attend one (1) workshop with McGill's sustainability and procurement teams to brainstorm ideas

3 Schedule and Deliverables

Arup will commence their work following notice to proceed and receipt of McGill's latest concrete design standard.

We propose to complete the scope defined in 3 weeks and will deliver a review note in word format including comments and recommendations to McGill's work in progress concrete design standard.

Upon issue of the note, we will attend a workshop with McGill's sustainability and procurement teams to present our review and brainstorm ideas.

4 Team and Experience

Arup have significant experience in providing materials consulting services and developing similar design standards. Our approach is always to work collaboratively with key stakeholders to understand the priorities and drivers as well as constraints in order to achieve the optimum outcome for our clients.

Aydin Pisirici will oversee the Arup work. Frances Yang and Nuno Ferreira will provide leadership and oversight for this study which will be led by Fragkoulis Kanavaris.

Aydin is a Structural Engineer with experience in structural design, multidisciplinary coordination and project delivery using BIM and 3D tools. Aydin's experience covers a broad range of projects including new build design, restoration, investigation and remedial works and site roles. He is experienced in working on projects in the UK, Canada, Qatar and the UAE, liaising and managing geographically spread multi-disciplinary design teams. He is an experienced and versatile Structural Engineer responsible for the successful design and delivery of high-profile projects around the world.

Frances Yang is an Associate based in San Francisco. Amassing skills in rating systems, life-cycle assessment, civil engineering, and architecture for the environment, she plays a critical role within the sustainability group by leading the green rating system users and materials skills networks in the Americas region of Arup. Frances has amassed broad knowledge in green building and infrastructure design, with specific awareness of sustainable materials strategies within LEED, WELL, Living Building Challenge, Envision, and Greenroads. Her mix of work in materials assessments, sustainability framework development, internal research and external expert review shows how she integrates her skills and knowledge into creating a more sustainable built environment.

Nuno Ferreira is an Associate and our concrete materials expert, based in London, UK. He has specialist expertise in concrete materials and provides concrete technology and durability advice on our projects worldwide. His technical expertise extends to beyond code approaches using advanced analytical tools to quantify and reduce design risk. He is our concrete materials specialist with expertise in Service Life Design of Concrete Structures and materials testing employing structural reliability methods. He is familiar with the local codes and standards and the industry approach in Canada.

Fragkoulis Kanavaris is a Senior Engineer in our Advanced Technology and Research team in London, UK. He is a Concrete Technologist with background in Structural Engineering. He provides expert and general advice on concrete materials, early age behaviour and cracking, durability, concrete technology, sustainability and thermomechanical analysis of concrete. He is our concrete materials specialist with experience on simulating, testing, designing and monitoring concrete with focus on sustainability. He is familiar with the local codes and standards and the industry approach in Canada.

5 Fee and Invoicing

Our lump sum fee for the scope of services will be CAD \$15,000

Our fees are net of any and all taxes. The fees do not include expenses. Incurred expenses shall be invoiced monthly and paid within 30 days of invoice date.

The lump sum fee will be invoiced in equal installments monthly with final invoice upon issue of the review note.

We reserve the right to an equitable fee increase if the project's size, scope, complexity change from that described in these documents. We would be happy to provide additional advice and/or commentary beyond this study as an Additional Service at an agreed lump sum fee.

6 Assumptions and Exclusions

The following assumptions have been made in compiling this proposal:

- Language of our deliverables will be in English. No allowance has been made in terms of fee and schedule for translation of our deliverables into French.
- No travel will be required by our team
- Information requested from McGill University will be provided in a timely manner to allow us to meet our obligations under this proposal
- No allowance has been made for incorporating comments or issue of multiple revisions of the review note
- An allowance of 1 meeting/workshop to present our review comments to McGill University upon issue of the review note is included in our fee

7 Terms and Conditions

The work undertaken as part of this scope will be prepared by Arup on behalf of McGill University. It takes into account our client's particular instructions and requirements and addresses their priorities at the time. The information produced as part of this scope is not intended for, and should not be relied on by, any third party and no responsibility is undertaken to any third party in relation to it.

With regard to terms and conditions, please find attached our standard contract, version AFL-01B-Q, which forms an integral part of our agreement to provide services. This contract and our proposal shall control, govern, and constitute the entire agreement between us, unless and until another contract is agreed to and signed by both parties. We are happy to address any concerns you may have prior to commencement of services.

This proposal remains valid for 90 days from date of issue.

8 Agreement

If you are in agreement with our proposal, please sign below and return a copy to us with the mobilization payment as our authorization to proceed.

Agreed and Accepted by client:

Signature

Name (PRINT IN BLOCK CAPITALS)

Date

A1 Terms and Conditions

5/25/2021	McGill University	Arup Canada Inc	McGill University	Sustainable Concrete Design Guide	Exhibits / Pièces
Date	Client Entity / Entité cliente ("Client")	Arup Entity / Entité Arup ("Arup")	Owner Entity / Entité propriétaire ("Owner" / « Propriétaire »)	Project Title / Nom du projet ("Project" / « Projet »)	

1. EXTENT OF AGREEMENT: These terms and conditions are hereinafter referred to as the "Agreement" and supplement and govern all aspects of the obligations and liabilities between Arup and the Client relating to the Project. This Agreement shall control and supersede all prior or simultaneous negotiations, representations and agreements, either written or oral including separate agreements between the Client and an Owner or other party if applicable. In the event that this Agreement is not fully executed, it shall nonetheless be effective and controlling to the parties so long as Arup has provided same to the Client and has begun work and not received written objections or modifications.

2. ARUP'S RESPONSIBILITIES: The Client appoints Arup and Arup agrees to perform the Professional Services identified in the Proposal pursuant to the terms and conditions set out in this Agreement. The term "Professional Services" and/or "Deliverable" shall mean the reports, opinions, letters and/or the other deliverables prepared by Arup or its consultants in any medium, including graphic and pictorial representations, which relate to its professional services for the Project. Arup's Professional Services shall be in accordance with current, accepted professional practice appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the project is located ("Standard of Care"). Arup shall comply with all reasonable instructions of the Client and shall keep the Client fully informed on the progress and status of the Professional Services. Arup shall carry out the Services regularly and diligently and shall liaise and co-operate with any other consultants appointed by the Client.

3. CLIENT'S RESPONSIBILITIES: The Client shall provide the following: (1) Full information identifying its requirements for and limitations on the Project. (2) A representative authorized to act on the Client's behalf with respect to the Project who shall render decisions in a timely manner pertaining to all requests and/or documents submitted by Arup. (3) All legal, insurance, and accounting services including auditing services that Client determines necessary to address its needs and interests relating to the Project. (4) Prompt written notice to Arup if the Client becomes aware of any Arup fault or defect in the Deliverable. (5) If applicable the Client shall review and approve submission for each phase of the work in a timely manner and shall authorize Arup in writing to proceed with each succeeding phase.

4. ADDITIONAL SERVICES: Client requested services that are not expressly or implicitly identified in the Proposal as "Basic Services," shall be considered to be "Additional Services." If the Client requests that Arup perform Additional Services, the Client shall provide Arup with additional compensation equal to Arup's hours expended at Arup's standard hourly rates, which is either attached to this agreement, part of the proposal or separately determined. Arup's hourly rates may be adjusted annually in accordance with Arup's standard practice. In the alternative, the Client and Arup may agree on a stipulated sum for specific Additional Services. However, in no event shall Arup be compelled or required to perform what it deems to be an Additional Service unless the Client provides the appropriate written change order.

5. LIMITATIONS OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND ARUP EACH WAIVE ANY RIGHT TO CONSEQUENTIAL, LIQUIDATED, INDIRECT AND/OR PUNITIVE DAMAGES AND AGREE THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ARUP AND ARUP'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND INDEPENDENT PROFESSIONAL ASSOCIATES OR ENGINEERS, AND ANY OF THEM, TO THE CLIENT AND ANY ONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL INJURIES, CLAIMS LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO ARUP'S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, OR BREACH OF WARRANTY OF ARUP OR ARUP'S OFFICERS, DIRECTOR, EMPLOYEES, AGENTS OR INDEPENDENT PROFESSIONAL ASSOCIATES OR ENGINEERS, OR ANY OF THEM, SHALL NOT EXCEED THE LESSER OF THE TOTAL COMPENSATION RECEIVED BY ARUP FOR THE SPECIFIC WORK PERFORMED RESULTING IN CLIENT'S DAMAGES OR ONE HUNDRED THOUSAND DOLLARS (100,000).

6. WARRANTIES/GUARANTEES: ARUP MAKES NO EXPRESS OR IMPLIED WARRANTY OR GARANTY OF ANY SORT. ALL WARRANTIES AND GUARANTEES, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

7. THIRD-PARTIES: SERVICES PROVIDED BY ARUP HEREIN ARE SOLELY FOR THE BENEFIT OF THE CLIENT AND NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY.

8. INDEMNIFICATION:

8.1 ARUP INDEMNIFICATION OF CLIENT: Arup shall indemnify the Client and its officers, employees and successors from and against all, damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they result from Arup's negligent acts or negligent omissions in the preparation of the Deliverables and for patent, copyright or trademark infringement attributable to Arup's services. Arup's liability arising from this

1. PORTÉE DE LA CONVENTION : Les présentes conditions générales (ci-après la « Convention ») complètent et régissent tous les aspects des obligations et responsabilités qui existent entre Arup et le Client relativement au Projet. La présente Convention régit et remplace l'ensemble des négociations, déclarations et ententes antérieures ou simultanées, écrites ou verbales, incluant les ententes distinctes, intervenues entre le Client et le Propriétaire ou toute autre partie, le cas échéant. La présente Convention est exécutoire et lie les parties, leurs représentants, successeurs et ayants droit.

2. RESPONSABILITÉS D'ARUP : Le Client désigne Arup et Arup accepte de fournir les services professionnels décrits dans la proposition qu'Arup a présentée au Client (la « Proposition ») conformément à la présente Convention. Le terme « Services professionnels » et/ou « Documents professionnels » désigne les rapports, les avis, les lettres et les autres produits livrables préparés par Arup ou pour son compte, sur quelque support que ce soit, incluant les représentations graphiques et illustrées, ayant trait aux services professionnels fournis par Arup aux fins du Projet. Les Services professionnels d'Arup doivent être conformes aux pratiques professionnelles actuelles et reconnues appropriées compte tenu de la taille, de la complexité, de l'échéancier et des autres caractéristiques du Projet, dans le territoire dans lequel le Projet est situé (la « Norme de diligence »). Arup doit respecter les instructions raisonnables données par le Client et doit tenir le Client pleinement informé des progrès et de l'état d'avancement des Services professionnels. Arup doit fournir les Services de manière constante et diligente et doit communiquer et collaborer avec tout autre consultant désigné par le Client.

3. RESPONSABILITÉS DU CLIENT : Le Client doit 1) fournir de l'information exhaustive énonçant ses exigences et restrictions en ce qui a trait au Projet; 2) désigner un représentant autorisé à agir au nom du Client relativement au Projet et à prendre des décisions dans les plus brefs délais à l'égard de l'ensemble des demandes et des documents soumis par Arup; 3) fournir les services juridiques, les services d'assurance et les services comptables, incluant les services d'audit, qu'il juge nécessaires pour répondre à ses besoins et protéger ses intérêts relativement au Projet; 4) remettre dans les plus brefs délais à Arup un avis écrit s'il prend connaissance d'un défaut ou d'un manquement d'Arup en ce qui a trait aux Documents professionnels; et 5) s'il y a lieu, examiner et approuver en temps opportun les soumissions pour chaque phase des travaux et autoriser par écrit Arup à exécuter chaque phase subséquente.

4. SERVICES SUPPLÉMENTAIRES : Les services qui ne sont pas expressément ou implicitement énoncés en tant que « Services de base » dans la Proposition seront considérés comme des « Services supplémentaires ». Si le Client demande à Arup de fournir des Services supplémentaires, le Client doit verser à Arup une rémunération supplémentaire égale au nombre d'heures de travail effectuées par Arup multiplié par les tarifs horaires standard d'Arup, lesquels sont fournis en annexe de la présente Convention, intégrés à la Proposition ou établis séparément. Les tarifs horaires d'Arup peuvent être réajustés annuellement conformément à la pratique normale d'Arup. Le Client et Arup peuvent également convenir que certains Services supplémentaires particuliers puissent être payés selon un montant forfaitaire. Arup ne sera en aucun cas tenue d'exécuter ce qu'elle considère, selon son jugement professionnel raisonnable, un Service supplémentaire tant que le Client ne fournira pas un ordre de changement écrit.

5. LIMITES DE RESPONSABILITÉ : DANS LA MESURE PERMISE PAR LA LOI, LE CLIENT ET ARUP, RENONCENT CHACUN À LEUR DROIT DE RECLAMER DES DOMMAGESLIQUIDÉS, INDIRECTS ET/OU EXEMPLAIRES ET CONVIENNENT QUE LA RESPONSABILITÉ GLOBALE D'ARUP ET DE SES DIRIGEANTS, ADMINISTRATEURS, EMPLOYÉS, MANDATAIRES ET DES PROFESSIONNELS OU INGÉNIEURS INDÉPENDANTS ENGAGÉS PAR ARUP, OU DE L'UN QUELCONQUE D'ENTRE EUX, ENVERS LE CLIENT OU QUICONQUE REVENDIQUANT UN DROIT PAR L'INTERMÉDIAIRE DU CLIENT, AU TITRE DE RECLAMATIONS, DE PERTES, DE FRAIS OU DE DOMMAGES DÉCOLLANT DE QUELQUE FAÇON QUE CE SOIT DES SERVICES D'ARUP, DU PROJET OU DE LA PRÉSENTE CONVENTION, OU LIÉS À CEUX-CI D'UNE QUELCONQUE FAÇON, QUELLUE QU'EN SOIT LA CAUSE, Y COMPRIS, MAIS SANS S'Y LIMITER, LA NÉGLIGENCE, DES ERREURS, DES OMISSIONS, LA RESPONSABILITÉ ABSOLUE, UN MANQUEMENT CONTRACTUEL, UNE FAUSSE PRÉSENTATION OU UN MANQUEMENT À UNE GARANTIE DE LA PART D'ARUP, OU DE L'UN DE SES ADMINISTRATEURS, DIRIGEANTS, EMPLOYÉS, MANDATAIRES OU PROFESSIONNELS OU INGÉNIEURS INDÉPENDANTS, NE SAURAIT EXCÉDER LE PLUS PETIT DES MONTANTS SUIVANTS : LE MONTANT DE LA RÉMUNÉRATION TOTALE REÇUE PAR ARUP EN CONTREPARTIE DES SERVICES PRÉCIS AYANT ENTRAÎNÉ LES DOMMAGES SUBIS PAR LE CLIENT OU CENT MILLE DOLLARS (100 000).

6. GARANTIES : DANS LA MESURE PERMISE PAR LA LOI, ARUP NE DONNE AUCUNE GARANTIE EXPRESSE OU IMPLICITE DE QUELQUE NATURE QUE CE SOIT, ET ELLE DÉCLINE EXPRESSEMENT TOUTE GARANTIE, Y COMPRIS TOUTE GARANTIE DE QUALITÉ.

7. RESPONSABILITÉ CONTRACTUELLE ENVERS DES TIERS : LES SERVICES FOURNIS PAR ARUP AUX TERMES DE LA PRÉSENTE CONVENTION SONT AU BÉNÉFICE EXCLUSIF DU CLIENT, ET AUCUNE DISPOSITION DE LA PRÉSENTE CONVENTION N'A POUR EFFET DE CRÉER DE RELATION CONTRACTUELLE AVEC UN TIERS NI DE CAUSE D'ACTION EN FAVEUR D'UN TIERS OU NE SAURAIT CRÉER UNE STIPULATION POUR AUTRUI.

8. INDEMNISATION :

8.1 INDEMNISATION DU CLIENT PAR ARUP : Arup doit indemniser le Client et ses dirigeants, employés et successeurs contre les dommages, pertes et condamnations, incluant les honoraires et débours d'avocats raisonnables, dans la mesure où ils découlent d'un acte ou d'une omission de nature négligente commise par Arup dans le cadre de la préparation des Documents professionnels, ainsi que contre les contrefaçons de brevets, de droits d'auteur et de marques de

indemnification and its liability for damages generally in connection with the Agreement shall be subject to the limitation of liability stated above. The Client acknowledges and agrees that Arup shall have no affirmative duty to provide a defense for the Client or any other party in connection with indemnified claims and that Arup's responsibility for reimbursement of any reasonable legal fees of the indemnified parties shall be conditioned upon a finding against Arup of negligence by a court of competent jurisdiction and then only to the extent there is a clear nexus between the costs and the negligent act. The Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of Arup shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

8.2 CLIENT INDEMNIFICATION OF ARUP: The Client assumes liability for and agrees to defend, indemnify and hold harmless Arup, its consultants, and their respective officers, directors, shareholders, partners, principals, employees, and successors from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from or are alleged to arise from an act or omission of the Client, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Client Entity"). The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

9. INSURANCE COVERAGES: Arup shall maintain professional indemnity insurance and other insurance policies as described below. All deductibles and premiums associated with the above coverages except a project-specific policy of professional liability insurance shall be the responsibility of Arup. Arup shall upon request provide to the Client certificates of insurance evidencing compliance with the insurance requirements. Arup shall maintain the following minimum amounts of insurance during the term of this Agreement including the following: (1) Workmen's Compensation, **Statutory**; (2) Employer's Liability, **\$100,000**, General Liability, **\$500,000**, Automobile Liability, **\$500,000**, Professional Liability, **\$1,000,000**, Umbrella Liability, **\$1,000,000**.

10. COPYRIGHT AND INTELLECTUAL PROPERTY: Copyright and any other intellectual property rights in all Deliverables, including but not limited to drawings, reports, calculations, specifications, software models and other documents prepared by Arup in connection with the Project shall remain vested in Arup. Client shall have a royalty free license to use the Deliverables for any purpose connected with or intended by the scope of the Project. The Client agrees that Arup will not have any liability to the Client for any revision or addition to, alteration or deviation from the Deliverables occurring subsequent to Arup's completion of services under the Agreement or earlier termination in accordance with the Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Arup, its officers, directors, shareholders, partners, principals, agents, employees, consultants, successors, and assigns from and against all liability, loss, damages, costs, and expenses, including attorneys' fees and disbursements, which any of them may at any time sustain or incur by reason of any revision or addition to, misuse of or deviation from the Deliverables occurring subsequent to Arup's completion of services under or the earlier termination of this Agreement by or on behalf of the Client. In the event any software and/or digital models (collectively referred to as "Digital IP") is created by or on behalf of Arup in relation to the Project, Arup grants to Client a non-exclusive license to use the Digital IP for the sole purpose of completing the Project provided that Arup is fully compensated for its services and expenses on the Project. Unless otherwise agreed, Client shall not be entitled to make multiple copies of the Digital IP, permit use by multiple users of the Digital IP, and/or use the Digital IP for purposes other than the completion of the Project. Nothing herein shall prevent or limit Arup's right to include photographic or artistic representations of the Project among its promotional and educational materials including without limitation, as part of Arup's website or elsewhere. Other parties shall be given credit where appropriate for their preparation of the Instruments of Service.

11. TERMINATION AND SUSPENSION: Except as otherwise provided in this section, this Agreement may be terminated by either party upon not less than thirty (30) calendar days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the thirty (30) calendar day notice period or fails to commence action to cure its default when the cure cannot reasonably be completed within thirty (30) days, the termination shall take effect without further notice. Upon a suspension of services by the Client, Arup shall be paid for all fees and expenses for services performed through the date of the suspension plus reasonable demobilization expenses. In the event of a suspension of services, Arup shall have no liability for any delay or damage caused because of such suspension of services. Upon the resumption of Arup's services, Arup's fee shall be equitably adjusted and Arup shall be reimbursed for all expenses incurred as a result of the suspension. If the Client's suspension of Arup's services continues for more than ninety (90) calendar days, Arup may terminate this Agreement upon seven (7) calendar days' written notice to the Client.

12. PAYMENT PROVISION: Invoices shall be submitted monthly and payments are due within 30 days. All monies secured by the Client by its client to pay for Arup's services identified herein shall be deemed to be held in trust for Arup. Payment of Arup's fees shall not be dependent on Client receiving funding from a third party. In the event of a dispute pursuant to the services rendered hereunder, the Client shall not have the right to withhold or set off any payments due or owing to Arup. Payments due Arup and which remain unpaid shall bear interest 30 days from the date of the invoice at the rate of one and a half percent (1.5%) per month or the maximum amount permitted by law. Arup is entitled to recover any and all legal fees and any other costs expended if it becomes necessary to pursue legal actions to collect fees due hereunder. Client expressly acknowledges that Arup shall be entitled to a judgment for its attorney fees and court costs attributable to the collection of its fees which are ultimately adjudicated/arbitrated to be rightfully due and owing. Failure of the Client to make payments to Arup in accordance with this Agreement shall be considered substantial non-performance and grounds for Arup to terminate the Agreement. Arup's full payment pursuant to this section shall be a condition precedent for its obligation of performance. Reimbursable Expenses will be billed at cost plus ten percent (10%). Reimbursable Expenses include the actual expenses incurred

commerce découlant des activités d'Arup. La responsabilité d'Arup découlant de la présente indemnisation et sa responsabilité en ce qui a trait aux dommages relatifs à la présente Convention est assujettie aux limites de responsabilité énoncées ci-dessus. Le Client reconnaît qu'Arup n'a pas l'obligation de présenter une défense pour le compte du Client ou de toute autre partie relativement aux réclamations couvertes par le présent engagement d'indemniser et qu'Arup ne sera responsable des honoraires d'avocats raisonnables des parties indemnisées que seulement dans la mesure où elle est reconnue coupable de négligence par un tribunal compétent et uniquement s'il existe un lien clair entre les coûts engagés et l'acte de négligence. Le Client convient également que, dans toute la mesure permise par la loi, les actionnaires, dirigeants, administrateurs, associés, responsables et employés d'Arup n'engagent pas leur responsabilité personnelle aux termes du présent engagement d'indemnisation ou de l'une quelconque des dispositions de la Convention, ni à l'égard de toute question liée aux services professionnels fournis relativement au Projet.

8.2 INDEMNISATION D'ARUP PAR LE CLIENT : Le Client assume la responsabilité des dommages, pertes et condamnations, incluant les honoraires et débours d'avocats raisonnables, dans la mesure où ils découlent ou qu'il est allégué qu'ils découlent d'un acte ou d'une omission du Client ou de ses mandataires, employés, consultants ou entrepreneurs ou de son gérant de construction (collectivement, pour les besoins de cette clause d'indemnisation, l'**'Entité cliente'**), et il consent à défendre, à indemniser et à prendre fait et cause pour Arup, ses consultants et leurs dirigeants, administrateurs, actionnaires, associés, responsables, employés et successeurs respectifs et à les tenir indemnes contre de tels dommages, pertes et condamnations. Les dispositions du présent article demeurent en vigueur malgré la résiliation ou l'expiration de la présente Convention.

9. COUVERTURES D'ASSURANCE : Arup doit souscrire et maintenir en vigueur une police d'assurance responsabilité civile professionnelle et toute autre police d'assurance, tel qu'indiqué ci-après. Selon les modalités et dans les délais raisonnablement requis par le Client, Arup doit produire aux fins d'inspection, la preuve documentaire que de telles assurances sont maintenues en vigueur. La totalité des franchises et des primes associées aux couvertures ci-dessous, à l'exception de celles relatives à l'assurance responsabilité civile professionnelle souscrite expressément pour le Projet, est la responsabilité d'Arup. Sur demande, Arup doit fournir au Client des certificats d'assurance attestant le respect des exigences en matière d'assurance. Arup doit souscrire les montants d'assurance **minimaux** suivants pendant la durée de la présente Convention : (1) Accidents du travail, **Montant prévu par la loi**; (2) Responsabilité de l'employeur, **100 000 \$**; (3) Responsabilité civile, **500 000 \$**; (4) Responsabilité automobile, **500 000 \$**; (5) Responsabilité professionnelle, **1 000 000 \$**; et (6) Responsabilité civile complémentaire, **1 000 000 \$**.

10. DROITS D'AUTEUR ET DE PROPRIÉTÉ INTELLECTUELLE : Arup conserve tous les droits, y compris les droits d'auteur et tous autres droits de propriété intellectuelle, relativement aux Documents professionnels, y compris, mais sans s'y limiter, les dessins, les rapports, les calculs, les spécifications, les maquettes logicielles et tout autre document préparé par Arup dans le cadre du Projet. Le Client bénéficiera d'une licence libre de redevance pour utiliser les Documents professionnels pour quelque fin que ce soit dans le cadre du Projet ou de la portée du Projet. Le Client convient qu'Arup n'a aucune responsabilité envers le Client en ce qui a trait aux révisions et aux ajouts apportés aux Documents professionnels, ou aux écarts par rapport aux Documents professionnels, qui sont effectués ou qui surviennent après l'achèvement des services aux termes de la présente Convention ou après la résiliation de la présente Convention conformément à ses dispositions. Dans toute la mesure permise par la loi, le Client doit défendre Arup à ses frais et la tenir indemne, ainsi que ses dirigeants, administrateurs, actionnaires, associés, responsables, mandataires, employés, consultants, successeurs et ayants droit à l'égard de toutes responsabilités, pertes, dommages, frais et dépenses, incluant les honoraires et débours d'avocats, qu'ils pourraient à tout moment subir ou engager en raison d'une modification ou d'un ajout aux Documents professionnels, du mauvais usage des Documents professionnels ou d'un écart par rapport aux Documents professionnels effectués ou survenus après l'achèvement des services d'Arup aux termes de la présente Convention ou après la résiliation de la présente Convention par le Client ou en son nom. Si un logiciel et/ou des modèles numériques (collectivement dénommés « **PI numérique** ») sont créés par ou pour le compte d'Arup en relation avec le projet, Arup accordera au Client une licence non-exclusive aux fins d'utilisation de la PI numérique dans le seul but de mener à bien le projet, à condition qu'Arup reçoive la totalité de la rémunération à laquelle elle a droit au titre des services fournis et des dépenses engagées dans le cadre du Projet. Sauf convention contraire, le Client n'est pas autorisé à créer plusieurs copies de la PI numérique, à permettre son utilisation par plusieurs utilisateurs, ou à l'utiliser à des fins autres que l'achèvement du Projet. Le Client reconnaît le droit d'Arup d'inclure des représentations photographiques ou artistiques de la conception du Projet dans son matériel de promotion et de formation, incluant sur son site Web ou ailleurs. Arup doit mentionner la contribution de toute autre partie prenante dans la préparation des Documents professionnels lorsqu'il est approprié de le faire.

11. RÉSILIATION ET SUSPENSION : Sauf disposition contraire contenue au présent article, la présente Convention peut être résiliée par l'une ou l'autre des parties au moyen d'un préavis écrit d'au moins trente (30) jours civils en cas d'inexécution grave par l'autre partie qui n'est pas due à un manquement de la partie qui demande la résiliation. Si la partie en défaut ne remédie pas au défaut pendant la période de préavis de trente (30) jours civils ou omet d'entreprendre des mesures afin de remédier au défaut si celui-ci ne peut pas raisonnablement être remédié en trente (30) jours, la résiliation prend effet sans autre préavis. Si les services sont suspendus par le Client, Arup a droit au paiement de la totalité des honoraires et des dépenses liés aux services fournis jusqu'à la date de la suspension, plus les frais raisonnables de démobilisation. Arup n'assume aucune responsabilité relativement aux retards ou aux dommages causés par la suspension des services par le Client. À la reprise des services d'Arup, les honoraires d'Arup sont rajustés de manière équitable et toutes ses dépenses engagées en raison de la suspension doivent lui être remboursées. Si le Client suspend les services d'Arup pendant plus de quatre-vingt-dix (90) jours civils, Arup peut résilier la présente Convention en remettant un préavis écrit de sept (7) jours civils au Client.

12. PAIEMENT : Les factures sont soumises mensuellement et les paiements sont exigibles dans les trente (30) jours. Toutes les sommes que le Client a reçues de ses propres clients aux fins du paiement des services d'Arup indiqués dans les présentes sont réputées détenues en fiducie pour le compte d'Arup. Le paiement des honoraires d'Arup n'est pas tributaire de la réception par le Client d'une somme provenant d'un tiers. En cas de différend concernant les services fournis aux termes de la présente Convention, le Client ne saurait déduire de somme des paiements dus à Arup. Les paiements dus à Arup qui ne sont pas effectués portent intérêt à compter de trente (30) jours après la date de la facture au taux d'un et demi pour cent (1,5 %) par mois, cumulé mensuellement, ou jusqu'à concurrence de la somme maximale prévue par la loi. Arup a le droit de recouvrer la totalité des honoraires d'avocats et des autres coûts qu'elle engage si elle doit intenter des procédures judiciaires pour percevoir des honoraires exigibles aux termes des présentes (les « **Dépenses remboursables** »). Le Client reconnaît expressément qu'Arup a le droit d'obtenir un jugement à l'égard de ses honoraires d'avocats et frais judiciaires engagés en raison du recouvrement de ses Dépenses remboursables qui sont déterminés, aux termes d'un jugement ou d'une sentence arbitrale, comme étant légitimement dus et exigibles. L'omission par le Client de verser des paiements à Arup conformément à la présente Convention est considérée

directly or indirectly in connection with the Project such as those for travel (including transportation and associated expenses); toll telephone calls; reproduction of Project-related documents, reproduction of drawings; filing and permit fees; delivery, express and courier services; and film and processing. This fee is in addition to the budget. No back-up data for time or copies of bills or receipts for Reimbursable Expenses will be provided unless otherwise agreed at the outset. Should such back-up data be required, it can be provided for the necessary copying charges, plus an administrative fee of ten percent (10%) of the portion of the invoice requiring verification. This fee is in addition to the budget. The Client shall pay any goods or services tax in respect of the services and all invoices are stated exclusive of such taxes and net of any withholding tax.

13. NO SOLICITATION OF EMPLOYEES: The Client agrees and acknowledges that it will not, directly or indirectly, solicit or hire any employee of Arup or induce any Arup employee to terminate his or her employment with Arup without the express written consent of Arup. Recognizing that Arup has expended a substantial investment in recruitment, advertisement, testing, and training of their personnel, the Client agrees that if it violates this clause and hires a Arup employee within one year of the completion of the Project, it shall pay Arup for each employee thus hired, the amount of one year's salary, at the last level of annual remuneration that employee received from Arup.

14. CONFIDENTIALITY/ RELIANCE: Arup shall not, save in the proper course of carrying out their obligations under this Agreement, disclose to any person or otherwise make use of any confidential information obtained in the course of the Agreement relating to the Client. If the Deliverable is a report, it is understood by the Client that it is intended for and may be relied upon only by the Client and other expressly identified project stakeholders. Arup shall be entitled to rely on the completeness and accuracy of services, information and documents furnished by or on behalf of Client.

15. DISPUTE RESOLUTION: In mutual recognition of the negative consequences associated with disputes both in terms of lost time and expense to all parties, the Client and Arup agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. If mediation would jeopardize the substantive rights of either party due to the application of any applicable statute of limitations, then mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either party. The parties shall share the mediator's fee and any court or associated legal filing fees equally. The mediation shall be held in the state or province and locality of the primary Arup office performing the work, unless another location is mutually agreed upon. In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state/province where the primary Arup office performing the work is located and this Agreement shall be subject to and construed in accordance with the laws of that state or province. The Client shall not assert any claim against Arup more than five (5) years after the date of the substantial completion of the Project.

16. NOTICES/ MODIFICATION/ NO WAIVER/ FORCE MAJEURE: Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received upon receipt of telegraphic, facsimile or electronic notice. The Agreement may be amended only by written modification executed by both parties and may not be assigned without the written permission of the non-assigning party. The failure to put into effect, exercise or enforce any term, condition or provision of this Agreement shall not be deemed a waiver of such term, condition or provision or the party's right to enforce it. Should any part of this Agreement be rendered or declared illegal, legally invalid or unenforceable the remaining parts of this Agreement shall remain in full force and effect. The language shall not be construed for or against either party, regardless of who drafted it. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document and a signature by facsimile or electronic mail may be used by any party to this Agreement as if it were an original signature. Each party shall execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement. Neither the Client nor Arup shall be held accountable or penalized under the terms of this Agreement for the failure to perform which is occasioned by war, strike, Act of God, natural disaster, or other casualty beyond the reasonable control of the Client or Arup.

17. LEED: The LEED Green Building Rating system or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly building. The Client and/or Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of Arup, including, but not limited to, the end use, operation and maintenance of the completed Project. In addressing LEED, Arup shall use the Standard of Care in performing its services, in interpreting LEED and designing in accordance with LEED. However, Arup does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. Arup shall not be responsible for any environmental or energy issues arising out of the end use and operation of the completed Project.

18. INTERPRETATION. The English portion of this Agreement is controlling in the event of conflict.

comme un manquement grave et justifie la résiliation de la Convention par Arup. Le paiement intégral des sommes dues à Arup conformément au présent article est une condition préalable à l'obligation d'Arup d'exécuter sa prestation. Les Dépenses remboursables sont facturées à leur prix coûtant plus une majoration de dix pour cent (10%). Les Dépenses remboursables incluent les dépenses réellement engagées, directement ou indirectement, relativement au Projet, comme les frais de déplacement (incluant les frais de transport et les dépenses connexes), les frais d'interurbain, les frais de reproduction des documents et des dessins relatifs au Projet, les droits de dépôt et de permis, les coûts des services de livraison, de livraison express et de messagerie ainsi que les dépenses liées aux films et à leur traitement. Les honoraires à ce titre sont en sus du budget. Aucune copie de sauvegarde des factures ou des reçus associés aux Dépenses remboursables ne sera fournie à moins que les parties concernées en conviennent autrement dès le début. Si une telle copie de sauvegarde est nécessaire, elle peut être fournie moyennant des frais de reproduction plus des frais d'administration de dix pour cent (10%) afin de couvrir la portion de la facture qui doit être vérifiée. Les honoraires à ce titre sont en sus du budget. Le Client doit acquitter la totalité des taxes (incluant la taxe sur les produits et services ou toute taxe équivalente) à l'égard des services, et les factures sont présentées compte non tenu de ces taxes et déduction faite de toute retenue d'impôt.

13. NON-SOLICITATION DES EMPLOYES : Le Client convient de s'abstenir de solliciter ou d'embaucher directement ou indirectement tout employé d'Arup ou d'inciter directement ou indirectement tout employé d'Arup à quitter son emploi au sein d'Arup sans le consentement écrit exprès d'Arup. Le Client reconnaît qu'Arup a affecté des sommes importantes au recrutement, aux annonces et tests d'embauche et à la formation de son personnel et, s'il vole cette disposition et embauche un employé d'Arup à l'intérieur d'un an après l'achèvement du Projet, il convient de payer à Arup, pour chaque employé ainsi embauché, une somme égale à un an de salaire, calculée en fonction du plus récent taux de rémunération annuelle accordé à cet employé par Arup.

14. CONFIDENTIALITÉ / CONFIANCE : Arup ne doit pas, dans le cours normal de l'exécution de ses obligations en vertu de la présente Convention, divulguer à toute personne ou faire usage de toute information de nature confidentielle relative au Client obtenue dans le cadre de la présente Convention. Si les Documents professionnels sont sous la forme d'un rapport, le Client reconnaît qu'un tel rapport est destiné au Client et ne peut être utilisé que par le Client et les autres parties prenantes au Projet expressément désignés. Arup est en droit de se fier à l'exactitude et à l'exhaustivité des services, de l'information et des documents fournis par le Client ou pour son compte.

15. RÉSOLUTION DES DIFFÉRENDS : Compte tenu des conséquences négatives des différends pour toutes les parties, autant en terme de perte de temps que de dépenses, le Client et Arup conviennent de tenter de régler leurs différends dans le cadre d'une médiation de bonne foi avant que l'une ou l'autre des parties intente une procédure judiciaire. Dans le cas où le recours à la médiation mettrait en péril les droits de l'une ou l'autre des parties eu égard aux délais de prescription applicables, les parties ne feront appel à la médiation que dans la mesure où cela ne mettra pas ces droits en péril. Les parties assument à parts égales les honoraires du médiateur et les frais ou dépenses afférentes. La médiation se déroule dans l'Etat, dans la province et dans la localité où se situe le bureau principal d'Arup qui exécute les travaux, à moins que les parties conviennent d'un autre emplacement. Si le différend ne peut être résolu par voie de négociation ou de médiation (ou ne se prête pas à la négociation ou à la médiation), il est tranché par les tribunaux compétents de l'Etat ou de la province où se situe le bureau principal d'Arup qui exécute les travaux, et la présente Convention est assujettie aux lois de cet Etat ou de cette province et interprétée conformément à celles-ci. Le Client ne saurait intenter de réclamation contre Arup plus de cinq (5) ans après l'achèvement substantiel du Projet ou après l'expiration du délai de prescription légal applicable, la plus courte de ces périodes étant retenue.

16. AVIS / MODIFICATION / CESSION / FORCE MAJEURE : Les avis et les autres communications devant être signifiés ou remis à l'une ou l'autre des parties aux termes de la présente Convention ou de la loi doivent être faits par écrit et sont réputés reçus s'ils sont transmis par télégraphe, par télecopieur ou par voie électronique. La présente Convention peut être modifiée uniquement au moyen d'un écrit signé par les deux parties, et les obligations liées à la présente Convention ou les réclamations en découlant ne sauraient être cédées sans la permission écrite de l'autre partie. Si une partie de la présente Convention est jugée ou déclarée illégale, légalement nulle ou non exécutoire, les autres parties de la présente Convention demeurent pleinement en vigueur. Les dispositions de la présente Convention ne peuvent être interprétées en faveur ou au détriment de l'une ou l'autre des parties concernées, quel qu'en soient leurs auteurs. La présente Convention peut être signée en un ou plusieurs exemplaires qui seront chacun réputés être un original à toutes fins et qui conjointement constitueront un seul et même document, et une signature par télecopieur ou par voie électronique peut être utilisée comme signature originale par toute partie concernée par la présente Convention. Chacune des parties doit signer et remettre tous les autres documents et instruments et prendre toutes les autres mesures qui pourraient être raisonnablement nécessaires et pertinentes pour atteindre l'objectif et les finalités de la présente Convention. Le Client et Arup ne sauraient être tenus responsables ou pénalisés aux termes de la présente Convention en cas d'inexécution imputable à une guerre, à une grève, à une catastrophe naturelle ou à un autre événement imprévisible et irrésistible ou indépendant de la volonté du Client ou d'Arup.

17. LEED : Le Système d'évaluation des bâtiments écologiques LEED et les lignes directrices environnementales similaires (« LEED ») utilisent des critères de conception, de construction et d'utilisation afin de faire la promotion des bâtiments respectueux de l'environnement. Le Client ou le Propriétaire reconnaissent que les normes LEED sont sujettes à interprétation et que la conformité à celles-ci dépend de facteurs indépendants de la volonté d'Arup, incluant l'utilisation finale, l'exploitation et l'entretien du Projet achevé. Afin de respecter les normes LEED, Arup observe la Norme de diligence pour fournir ses services, interpréter les normes LEED et effectuer la conception en fonction de ces normes. Toutefois, Arup ne garantit pas ni ne déclare que le Projet obtiendra la certification LEED ou générera des économies d'énergie en particulier. Arup ne saurait être tenue responsable des problèmes environnementaux ou énergétiques découlant de l'utilisation finale et de l'exploitation du Projet achevé.

18. INTERPRÉTATION. En cas d'ambiguïté d'une clause de la présente Convention, celle-ci devra être interprétée en premier lieu à la lumière de sa version originale en langue anglaise.

A2 McGill Work in Progress Concrete Design Guide

Part 1 General**1.1 Summary**

- .1 Unless otherwise indicated, follow the standards below when specifying concrete work. These standards were developed to minimize the carbon footprint of concrete used at McGill and are not intended to restrict or replace professional judgment.

1.2 Design Requirements

- .1 Lower embodied carbon alternatives to concrete, such as wood, should be considered where code and context permit.
- .2 To help minimize the use of materials, structural elements should be dimensioned to the minimum required to meet the specified loads.
- .3 To provide concrete suppliers with more flexibility to reduce cement content without sacrificing performance, shrinkage test results demonstrating compliance with performance criteria should replace prescriptive water-cement ratio limits.
- .4 Concrete must be specified with Portland Limestone Cement (GUL) exclusively. Ordinary Portland Cement (GU) is not accepted.
- .5 Plain and reinforced concrete installed as part of any project shall comply with the cement or embodied carbon limits listed in *Table 1: Cement and Embodied Carbon Limit Pathways* below.

Table 1: Cement and Embodied Carbon Limit Pathways

	Cement limits	Embodied Carbon limits
Minimum specified compressive strength $f'c$, psi *	Maximum Portland Limestone Cement content, kg/m ³ **	Maximum embodied carbon, as per Environmental Product Declaration, kg CO ₂ e/m ³
up to 2500	214	260
3000	243	289
4000	270	313
5000	298	338
6000	315	356
7000	352	394
7001 and higher	389	433
up to 3000 light weight	303	578
4000 light weight	338	626
5000 light weight	373	675
Notes		

* For concrete strengths between the stated values, use linear interpolation to determine cement and/or embodied carbon limits.

** Portland cement of any type per ASTM C150.

- .6 Cement or Embodied Carbon limits shown in *Table 1: Cement and Embodied Carbon Limit Pathways* can be increased by **30%** for concretes demonstrated as requiring high early strength. Such concretes could include, but are not limited to, precast, prestressed concrete; beams and slabs above grade; and shotcrete.
- .7 If the cement content of a mixture exceeds the allowable cement content per *Table 1: Cement and Embodied Carbon Limit Pathways* requirements, demonstrate that the total kg of cement used in the project is less than the total kg of cement allowable for the project.
- .8 In order to demonstrate reduced cement mixtures will achieve the strengths specified, contractors must submit average compressive strength of proposed concrete mixtures and method used to determine average from either laboratory batches or a past record of field test results. The mix design number on the concrete mix design must match the mix design number shown on the test data.
- .9 In order to reduce the total quantity of Portland Limestone Cement (GUL), a minimum of **30%** supplementary cementitious materials, such as natural pozzolans, slag cement, and silica fume, are to be used. Supplementary Cementitious Materials (SCM) must comply with the following standards:
 - .1 Slag Cement: ASTM C989, Grade 100 or 120.
 - .2 Silica Fume: ASTM C1240,
 - .3 High-Reactivity Metakaolin: ASTM C618, Class N.
 - .4 Natural Pozzolans: ASTM C618, Class N

It is important to note that metakaolin and natural pozzolans are not industrial by-products and, therefore, can have environmental footprints greater than slag and silica fume.

- .10 Aggregates must comply with one of the following options for alkali silica reactions:
 - .1 Determined to be non-reactive – expansion =< 0.04% at 1 year in accordance with ASTM C1293;
 - .2 Aggregates used with similar composition of cementitious materials shall have at least **??** years in similar exposure conditions with no evidence of deleterious cracking attributable to ASR;
 - .3 Combination of cementitious materials and each aggregate shall be tested by ASTM C1567 to obtain expansion that does not exceed 0.10 at 16 days.

- .11 Cementitious material used shall have at least ?? years of use with proposed aggregates without detrimental reaction based on testing to ASTM C1293 or ASTM C1567. Length change shall not exceed 0.10% at 16 days per ASTM C1567, or length change shall not exceed 0.10% after 2 years per ASTM C1293.
- .12 To control cracking due to volume change, instead of prescribing water-cement ratio or maximum cementitious content, specify drying shrinkage limit in percentage change in length after 28 days of drying when tested as per ASTM C157.
- .13 Flat Slabs on Grade:
 - .1 A vapour barrier is usually required. The practice of perforating vapour barriers to avoid the phenomenon of “slab curling” is not acceptable.
- .14 Concrete base (for equipment):
 - .1 Strength as required according to Structural Engineer’s recommendation.
- .15 For concrete slabs, the maximum tolerance in level difference shall be 3 mm per 3 m.
- .16 Each exterior concrete step must have a minimal slope of 0.5% towards the next step below to allow for sufficient water drainage and to prevent ice formation.

Part 2 Products**2.1 Sourcing**

- .1 Concrete must be sourced from a facility located within 50 km driving distance (not a 50 km radius) of the project.

END OF SECTION

Québec, le 10 février 2020

M. Philippe Saint-Jean
Agent de construction durable
Université McGill
1010 Sherbrooke Ouest, 10^e étage
Montréal (Québec) H3A 2R7

Objet : Offre de services professionnels
Avis technique
Spécifications de béton «écoresponsable»
N/Réf. : P2005390.005

Monsieur,

Nous vous présentons notre offre de services professionnels pour la réalisation du projet mentionné en objet.

1 DESCRIPTION DU PROJET

À la suite d'une demande reçue par M. Philippe Saint-Jean de l'**Université McGill**, il nous fait plaisir de vous transmettre notre offre de services professionnels. L'Université McGill cherche à émettre des normes concernant les exigences du béton à être utilisé pour tous leurs projets futurs, spécifiquement dans le but de réduire les émissions de gaz à effet de serre.

Le mandat d'**Englobe** consistera à émettre des recommandations et des commentaires concernant les exigences de la section béton de leur norme de construction. Les commentaires et recommandations auront pour but de promouvoir le développement durable et l'écoresponsabilité, tout en s'assurant de la capacité de l'industrie à respecter ces normes.

L'industrie du béton est responsable d'une importante quantité d'émissions de CO₂. La majorité est produite lors de la fabrication du ciment. En effet, l'émission de CO₂ est un produit de la transformation du calcaire en ciment, celui-ci est chauffé à de très grandes températures pour en faire du clinker. Afin d'améliorer des pratiques de développement durable, il est ainsi important pour l'industrie et les donneurs d'ouvrages de valoriser l'utilisation de béton écoresponsable. Un béton écoresponsable (ou «vert») est un béton qui utilise des déchets industriels dans au moins une de ses composantes ou bien, pour lequel, le procédé de production est caractérisé par un bilan carbone plus faible qu'un béton standard (tout en ayant un cycle de vie durable). Des technologies vertes et de nouveaux procédés de production de ciment et/ou d'introduction d'ajouts cimentaires dans les mélanges de béton peuvent toutes améliorer l'écoefficience de la production de béton de nos jours. Les indications produites visent ainsi à promouvoir l'écoefficience du béton utilisé lors de leurs différents projets de construction et celles-ci sont aussi disponibles à tous à titre d'exemple. Celles-ci viseront donc l'intégration de nouvelles technologies ou l'introduction de déchets industriels à titre d'ajouts cimentaires afin d'améliorer le bilan carbone des nouveaux projets de construction.

2 DESCRIPTION DES SERVICES ET DES LIVRABLES

Dans le cadre du présent projet, les services à rendre par Englobe sont les suivants :

- ❖ Prendre connaissance des normes et devis émis par l'Université McGill;
- ❖ Émettre des recommandations et commentaires afin d'améliorer l'écoresponsabilité du béton des projets de l'Université McGill;
- ❖ Valider que l'industrie soit apte à respecter les nouvelles recommandations et exigences qui seront incluses dans le devis de l'Université.
- ❖ Réunion avec les représentants de l'Université McGill tout au long du projet afin de valider l'avancement de celui-ci.

3 ÉCHÉANCIER DES SERVICES ET DES LIVRABLES

Pour la réalisation du mandat, nous prévoyons une période de 6 semaines pour la rédaction d'une opinion technique préliminaire. Dépendamment des commentaires reçus par la suite, une semaine supplémentaire pourrait être nécessaire pour la version finale.

4 PROPOSITION D'HONORAIRES

Pour l'exécution de ce projet, la valeur de nos honoraires et des dépenses sera un montant **horaire** facturé excluant toutes taxes applicables (TPS et TVQ). Le montant estimé est donc de **3 505,00 \$**. Notre proposition d'honoraires est détaillée au Tableau 1 (voir page suivante).

Tableau 1 : Détail des coûts

SERVICES	COÛTS
Gestion, analyse, temps de rencontre et rédaction	
Ingénieur - 115,00 \$ / h x 25 h	2 875,00 \$
Ingénieur senior - 150,00 \$ / h x 5 h	600,00 \$
Adjointe - 60,00 \$ / h x 3 h	180,00 \$
Sous-Total :	3 805,00 \$
TOTAL :	3 805,00 \$

5 VALIDITÉ DE L'OFFRE DE SERVICE

Cette proposition est valide pour une période de 30 jours.

6 ACCEPTATION DE L'OFFRE

Nous vous remercions de nous avoir permis de soumettre notre offre de services et nous souhaitons avoir l'occasion de participer à la réalisation de votre projet. Dans cette éventualité, nous vous demandons de retourner une copie signée de la présente offre de services.

Pour toute question complémentaire, nous vous invitons à communiquer nous.

Anthony Allard, ing. jr., M.Sc..
Chargé de projet
Expertise et Ingénierie des matériaux

NL/AA/NR

Nicolas Rouleau, ing., M. Sc.
Chef d'équipe
Expertise et Ingénierie des matériaux

LUE ET ACCEPTÉE

Signature :

Date :

M. Amine Ammar
Garoy Construction
418.208.8366
a.ammar@garoy.com

Note : Veuillez nous indiquer le nom et l'adresse du client-paiEUR, ou modifier s'il y a lieu.

Client-paiEUR : Garoy Construction inc.

Cochez, si exact

Courriel de facturation : a.ammar@garoy.com

Modification :

Nom légal à facturer :

Adresse de facturation :

ANNEXE

Annexe A: Clauses générales applicables à l'offre de services professionnels –
Convention de prestation de services

Annexe A: **Clauses générales applicables à
l'offre de services
professionnels – Convention de
prestation de services**

CLAUSES GÉNÉRALES APPLICABLES À L'OFFRE DE SERVICES PROFESSIONNELS – CONVENTION DE PRESTATION DE SERVICES (« CONVENTION »)

Article 1 Obligations d'Englobe

Droits et obligations d'Englobe

- 1.1 Agir pour le Client de façon professionnelle en apportant, dans l'exécution des Services, le soin, la compétence, l'attention, l'habileté et la diligence qui prévalent généralement dans la profession quant à des services rendus dans des circonstances identiques ou similaires à celles du site sur lequel se déroule le Projet (le « Site »). Englobe se réserve le droit de sous-traiter ses obligations en vertu de la présente Convention. Englobe ne fait aucune représentation ou garantie, expresse ou implicite, quant aux Services ou aux Livrables, en sus de ce qui est expressément énoncé dans la présente Convention.
- 1.2 Conserver pendant 10 ans (20 ans pour un projet de pyrite) suivant la date de la fin du Projet tous les dossiers pertinents aux Services rendus et en permettre l'accès au Client, suivant la réception d'une demande écrite à cet effet.
- 1.3 Englobe n'est pas responsable des dommages causés par la découverte de la présence, du déversement, de la diffusion, du rejet, de l'échappement ou des effets de radiation, de réactions radioactives ou nucléaires, ou de la présence de substances radioactives, toxiques, explosives, ou de substances ou conditions dangereuses, de la présence de polluants solides, liquides ou gazeux ou d'autres contaminants de toutes sortes sur le Site. Le Client reconnaît être entièrement responsable pour l'ensemble des dommages susmentionnés et s'engage à supporter la totalité des coûts qui s'y rattachent.
- 1.4 Englobe ne sera en aucun cas tenue responsable des délais au Projet causés par le Client ou par une tierce partie (incluant, notamment, les délais dans l'obtention des permis et/ou autorisations).
- 1.5 Englobe s'engage à aviser le Client de tous les coûts imprévisibles qui sont néanmoins nécessaires afin de mener le Projet à terme.
- 1.6 Avant de débuter des travaux de nature intrusive, Englobe s'engage à effectuer une demande de rapport de localisation des installations souterraines potentiellement présentes sur le Site auprès de l'entité appropriée et/ou de la municipalité concernée. Englobe ne pourra en aucun cas être tenue responsable d'un dommage causé à un service public souterrain non identifié dans le rapport de localisation et le Client s'engage à indemniser Englobe et ses administrateurs, dirigeants, employés, agents, successeurs et ayants droit

de l'ensemble des coûts associés aux dommages précités, le cas échéant.

Article 2 Obligations du Client

Droits et obligations du client

- 2.1 Fournir immédiatement à Englobe toutes les informations relatives aux constructions à être érigées dans le cadre du Projet, y compris, notamment, l'emplacement ou les conditions spécifiques de toute telle construction qui pourraient avoir un impact sur la sécurité du personnel d'Englobe.
- 2.2 Le Client reconnaît qu'Englobe s'est fiée à l'information, aux déclarations, aux représentations, aux garanties ainsi qu'aux données fournies par le Client (les « Données ») pour la réalisation du Projet. Le Client garantit donc l'exactitude des Données fournies à Englobe et s'engage à assumer tous les coûts associés à une erreur ou variation de ces Données.
- 2.3 Fournir l'accès au Site à Englobe et obtenir tous les permis requis par Englobe afin d'effectuer le Projet. Englobe s'engage à mettre les efforts raisonnables pour minimiser les dommages au Site, mais ne garantit pas que le Site sera remis exactement dans son état original. Tous les coûts nécessaires pour remettre le Site dans son état original sont aux frais du Client.
- 2.4 Le Client s'engage à assurer la sécurité des employés et des représentants d'Englobe sur le Site. Lorsque les conditions imprévisibles exigent qu'Englobe prenne des mesures pour la sécurité de ses employés et de ses représentants, ou pour le public en général, tous les coûts associés à ces mesures sont aux frais du Client.
- 2.5 Tous les plans, devis, schémas, rapports et autres documents (collectivement désignés la « Documentation ») préparés par Englobe pour les fins du Projet demeurent la propriété d'Englobe. Toutefois, une copie de la Documentation sera remise au Client suivant une demande écrite à cet effet. Le Client ne peut utiliser la Documentation ou en permettre l'utilisation, en tout ou en partie, pour un autre projet ou pour des constructions additionnelles en lien avec le Projet, sans avoir préalablement obtenu le consentement écrit d'Englobe. Toute demande faite par le Client à Englobe fera l'objet d'une rémunération selon les tarifs en vigueur au moment de la demande de consentement.
- 2.6 Englobe sera le seul propriétaire de toute découverte, invention et/ou dessin, qu'ils soient brevetables ou non, ou sujets ou non au copyright (les « Droits de propriété intellectuelle »), développés dans le cadre du Projet. Le

CLAUSES GÉNÉRALES APPLICABLES À L'OFFRE DE SERVICES PROFESSIONNELS – CONVENTION DE PRESTATION DE SERVICES (« CONVENTION »)

Client s'engage à signer, ou faire en sorte que soient signés, tous les documents requis afin de permettre à Englobe de confirmer ses Droits de propriété intellectuelle.

Article 3 Modalités générales

- 3.1 Une partie peut mettre fin à la présente Convention en transmettant un avis écrit à cet effet à l'autre partie. Dans le cas où le Client met fin à la présente Convention, Englobe aura droit au paiement de la totalité des Services rendus à la date de terminaison et tous les coûts associés avec cette fin prématurée, incluant, notamment, les coûts liés à la démobilisation ainsi que toute pénalité encourue par Englobe, même à l'égard de tiers.
- 3.2 Le Client s'engage à ne pas céder ou transférer ses obligations ou intérêts dans la présente Convention sans le consentement préalable écrit d'Englobe.
- 3.3 La responsabilité maximale d'Englobe en vertu de la présente Convention ne pourra en aucun cas excéder le montant total des honoraires professionnels payés ou payables par le Client à Englobe en vertu des présentes.
- 3.4 Dans la mesure permise par les lois applicables, Englobe ne pourra en aucun cas être tenue responsable envers le Client des dommages spéciaux, indirects ou punitifs (y compris la perte de revenus ou de profits) liés à la présente Convention ou aux Services rendus en vertu de la présente Convention, et ce, malgré qu'Englobe ait été avisée de la possibilité de tels dommages.
- 3.5 Le Client s'engage à indemniser Englobe pour toute perte ou dommage découlant d'une violation de la présente Convention ou de la faute ou la négligence du Client, ses employés, représentants, entrepreneurs ou consultants.
- 3.6 Englobe et le Client sont des entrepreneurs indépendants et rien dans les présentes ne doit être interprété comme créant une relation employeur-employé ou franchiseur-franchisé, une coentreprise, une société ou un partenariat de quelconque nature entre Englobe et le Client.
- 3.7 La présente Convention est régie et interprétée conformément aux lois en vigueur dans la juridiction dans laquelle les Services sont rendus.

Article 4 Assurances

- 4.1 Englobe s'engage à maintenir une couverture d'assurance adéquate (responsabilité civile et professionnelle), appropriée pour les Services pendant toute la durée de la présente Convention.

4.2 Englobe déclare être un employeur en règle concernant les exigences de la réglementation pertinente en santé et sécurité au travail.

Article 5 Rémunération d'Englobe

- 5.1 Le Client s'engage à payer Englobe sur réception de la facture. Pour tous les montants impayés au-delà d'un délai de 30 jours, des frais administratifs au taux de 1,5 % par mois (19,56 % par année) seront ajoutés.
- 5.2 En sus du montant total dû, Englobe est en droit de récupérer du Client tous les intérêts et les coûts associés à la récupération des sommes impayées par le Client, incluant les honoraires et déboursés judiciaires raisonnables et un montant additionnel de 20 % du montant dû, à titre de dommages liquidés.
- 5.3 Englobe est en droit de récupérer du Client tous les montants concernant les coûts imprévisibles nécessaires pour mener le Projet à terme, dans la mesure où Englobe a préalablement avisé le Client de ces montants par écrit.
- 5.4 Toute consultation suivant la transmission du rapport (réunions, témoignages à la cour ou autres) sera facturée selon un taux horaire établi à la discrétion d'Englobe, en sus des frais de déplacement et autres dépenses inhérentes.
- 5.5 Tous les dessins, les spécifications, les caractéristiques techniques, la Documentation, les Données et autres informations (incluant des renseignements personnels, s'il y a lieu) fournis par Englobe au Client dans le cadre du Projet sont confidentiels (« Informations Confidentielles »), et resteront la propriété d'Englobe et ne peuvent être copiés ou autrement reproduits ou utilisés d'aucune façon, autrement que dans le cadre du Projet. Le Client devra se conformer à toutes les lois applicables en matière de protection des renseignements personnels, incluant, notamment, la Loi sur la protection des renseignements personnels et les documents électroniques (Canada).
- 5.6 Les informations suivantes ne sont pas considérées des Informations Confidentielles : i) les informations qui sont connues du public autrement que par une violation par le Client de ses obligations aux termes des présentes; ii) l'information développée par le Client indépendamment des obligations du Client aux termes des présentes; et iii) les informations acquises par le Client d'un tiers à moins d'avoir été obtenues en violation d'une entente de confidentialité entre ce tiers et Englobe.



Gestion des installations et services auxiliaires
1010 Sherbrooke Ouest, 10^e étage
Montréal, Québec H3A 2R7

September 13, 2021

McGill University
Sustainability Projects Fund
1010, Sherbrooke West, Suite 1200
Montreal (Quebec) H3A 2R7

Subject: Letter of support for the Sustainable Concrete initiative

Dear Sustainability Projects Fund Governance Council Members,

I am writing to indicate my endorsement and support for the Sustainable Concrete initiative. Concrete is one of the largest sources of greenhouse gas emissions globally and an aspect of building construction that is not well addressed in the current version of the McGill Design Standards. By funding this project, the SPF can contribute to not only reducing the environmental impact of construction projects at McGill but potentially creating an industry reference point leading to similar reductions in other private and public institutions across Quebec.

Regards,

A blue ink signature of the name "Denis Mondou".

Denis Mondou,
Associate Vice-Principal
McGill University

September 13, 2021

McGill University
Sustainability Projects Fund
1010, Sherbrooke West, Suite 1200
Montreal (Quebec) H3A 2R7

Subject: Letter of support for the Sustainable Concrete initiative

Dear Sustainability Projects Fund Governance Council Members,

As Climate Officer at McGill's Office of Sustainability, I am writing to endorse the Sustainable Concrete initiative. Concrete is one of the largest sources of greenhouse gas emissions globally and an aspect of building construction that is not well addressed in the current version of the McGill Design Standards. By funding this project, the SPF can contribute to not only reducing the environmental impact of construction projects at McGill but potentially creating an industry reference point leading to similar reductions in other private and public institutions across Quebec.

This application is particularly exciting because it creates the opportunity for McGill to be a leader among its peers and to engage students on a key, emergent challenge in the path to tackling climate change. As McGill targets LEED certification for new construction and major renovations, such a design standard could be a useful component of our toolkit.

As such, I would be happy to support the project, including providing context about McGill's GHG targets, inventory and actions, helping disseminate the findings and generally assisting within my capacity as Climate Officer as needed.

Sincerely,



Divya Sharma
Climate Officer, Office of Sustainability
McGill University



Gestion des installations et services auxiliaires
1010 Sherbrooke Ouest, 10^e étage
Montréal, Québec H3A 2R7

September 13, 2021

McGill University
Sustainability Projects Fund
1010, Sherbrooke West, Suite 1200
Montreal (Quebec) H3A 2R7

Subject: Letter of support for the Sustainable Concrete initiative

To the Sustainability Projects Fund Working Group,

I am writing in support of the Sustainable Concrete initiative proposal for the Sustainability Projects Fund. Construction activity is one of the main sources of environmental pollution. To this regard, McGill aims for best practices to reduce gas emissions in this sector of activity. McGill does not currently have any requirements in the McGill Construction Standards regarding the sustainability of concrete used on campuses. I strongly believe that if the SPF is supporting this initiative, it will participate in the reduction of our environmental impact, and is timely given the upcoming major construction projects, such as Wilson, Fiat Lux and the New Vic.

As the director of Design Services, I hope that this project proposal can be turned into reality through the Sustainability Projects Fund.

Regards,

A handwritten signature in black ink, appearing to read "Emmanuelle Lapointe".

Emmanuelle Lapointe, architect LEED BD+C
Director of Design Services, FMAS
McGill University

School of Urban Planning
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September 15, 2021

Sustainability Projects Fund
McGill University
1010 Sherbrooke Street West, Suite 1200
Montreal, QC, H3A 2R7

Dear Members of the Sustainability Projects Fund Governance Council,

Re: Letter of support for the Sustainable Concrete project

I am writing to enthusiastically support the Sustainable Concrete project proposed by Philippe St-Jean, for which he is seeking SPF funding.

Concrete, which is one of the most widely used materials globally, enables the construction of much of our infrastructure (housing, roads, bridges, railways, dams), and therefore provides significant socio-economic benefits. At the same time, it produces massive environmental impacts from the cradle to the grave. It is estimated that concrete accounts for roughly 8% of global annual anthropogenic GHG emissions. With increasing urbanization and economic activity across the world, cement production, which has already increased fourfold since 1990, is expected to continue to grow. At the same time, of course, there is a critical need to curb GHG emissions in the face of the climate emergency. While some green alternatives exist, creating demand for them in the construction industry is a major challenge.

The project proposed by Philippe St-Jean aims to develop a standard that will require the use of low-carbon concrete mixes, and guide engineers and contractors on the use of these mixes, on construction projects at McGill. Importantly, this standard will be custom-made for local climatic and market conditions; also, it will ensure that the exacting performance requirements from a structural engineering standpoint will not be compromised.

SPF funding for this project will contribute to reducing the environmental impact of construction projects at McGill. Because the standard will be shared with the local construction industry, the funding will also potentially contribute to achieving this objective across Quebec. Further, it can be used as an educational tool in courses in civil engineering, architecture, urban planning, and sustainability at McGill and other universities.

Finally, please note that I am currently supervising a student team as part of the ENVR 401 team-based capstone environmental research project, with Philippe St-Jean as our client. The research team will critically evaluate the methods for producing low-carbon concrete mixes that have been proposed in North America and Europe, and select the approaches that are most appropriate to the Canadian and Quebec context. They will then consult concrete suppliers and laboratories in Quebec to assess their ability to integrate those methods into their products and practices.

Sincerely,

A handwritten signature in blue ink, appearing to read "M.G. Badami".

Madhav G. Badami
School of Urban Planning and Bieler School of Environment