



TOWN OF AMHERSTBURG
COUNCIL MEETING
SUPPLEMENTARY AGENDA

Tuesday, May 23, 2017

6:00 p.m.

Council Chambers

271 Sandwich Street South, Amherstburg

For information pertaining to this agenda or to arrange for any additional accessibility needs please contact Tammy Fowkes, Deputy Clerk at tfowkes@amherstburg.ca

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9. REPORTS– ENGINEERING AND PUBLIC WORKS

9.3 Meloche Road Reconstruction – Tender Results

It is recommended that:

1. The report from the Manager of Engineering dated May 18, 2017, regarding the Meloche Road Reconstruction - Tender Results **BE RECEIVED**;
2. The Meloche Road Reconstruction **BE FUNDED** as follows:

OCIF Funding	\$1,970,721.73
County of Essex 40% portion of the Pathway	\$201,960.00
2017 Gas Tax Allocation	\$500,000.00
Development Charge supported Debenture 20 years	\$1,300,000.00
Tax Rate Supported Debenture 20 Years	<u>\$311,495.94</u>
Total	\$4,284,177.67

3. An agreement with J&J Lepera Infrastructures Inc. to complete the Meloche Road Reconstruction **BE APPROVED** in the amount of \$3,929,700 (excluding H.S.T.); and,
4. **By-law 2017-48** being a by-law to enter into an agreement with J&J Lepera Infrastructures Inc. to complete the Meloche Road Reconstruction be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF ENGINEERING AND PUBLIC WORKS

MISSION STATEMENT: Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.

Table with 2 columns: Author's Name, Report Date, Author's Phone, Date to Council, Author's E-mail, Resolution #.

To: Mayor and Members of Town Council

Subject: Meloche Road Reconstruction- Tender Results

1. RECOMMENDATION:

It is recommended that:

- 1. The report from the Manager of Engineering dated May 18, 2017, regarding the Meloche Road Reconstruction - Tender Results BE RECEIVED;
2. The Meloche Road Reconstruction BE FUNDED as follows:

Table with 2 columns: Funding Source, Amount. Rows include OCIF Funding, County of Essex 40% portion of the Pathway, 2017 Gas Tax Allocation, Development Charge supported Debenture 20 years, Tax Rate Supported Debenture 20 Years, and Total.

- 3. An agreement with J&J Lepera Infrastructures Inc. to complete the Meloche Road Reconstruction BE APPROVED in the amount of \$3,929,700 (excluding H.S.T.); and,

4. **By-law 2017-48** being a by-law to enter into an agreement with J&J Lepera Infrastructures Inc. to complete the Meloche Road Reconstruction be taken as having been read three times and finally passed and the Mayor and Clerk **BE AUTHORIZED** to sign same.

EXECUTIVE SUMMARY:

N/A

2. BACKGROUND:

The Town recently advertised online via Bids and Tenders and on the Town's website for the Meloche Road Reconstruction. The tender includes complete reconstruction of Meloche Road from Lowes Sideroad to Simcoe Street including bike paths for the entire length and a multi-use trail commencing at Bruno Casanova Way. Bike paths and a multi-use trail will be added from Simcoe Street to Alma Street with the existing roadway being milled and resurfaced. The Town's Consulting Engineer for this project is Hrycay Consulting Engineers Inc.

3. DISCUSSION:

The Meloche Road project commenced in early 2016. A brief timeline of major events is as follows:

- February 22, 2016 – Council authorized the Town to enter into a contribution agreement with the Ministry of Agriculture, Food and Rural Affairs (OMAFRA). The Province of Ontario will provide up to 46% toward the total net eligible costs of the Meloche Road project up to the maximum allowable funding of 2 million dollars based on the project scope outlined in the OCIF application.
- April 25, 2016 – Council authorized an agreement with Hrycay Consulting Engineers to provide engineering services for the Meloche Road project.
- October 24, 2016 – Council authorized an agreement with Amico Infrastructure to complete a temporary entrance to the Libro Centre. This entrance will be utilized to provide access to the Libro Centre during the Meloche Street Rehabilitation project. This project was completed by Amico Infrastructure in early December 2016.
- December 13, 2016 – The Town held a Public Information Centre (PIC) to provide residents with an update to the Meloche Road project and allow for the public to provide comments regarding the project.
- April 26, 2017 - The Town received the Letter to Proponent from the Ministry of Natural Resources and Forestry (MNR) clearing the project to proceed as designed based on the criteria provided.
- For the past few years the Engineering and Public Works Department has been working with the developer of the pending subdivision at the corner of Meloche Road and Simcoe Street regarding their stormwater outlet. Administration was able to

incorporate the stormwater of the development into the Meloche Road project with a recovery from the developer.

On May 4, 2017, the Town advertised tenders for the Meloche Road Reconstruction. Tenders closed for this project at 11:00 a.m. on Thursday May 18, 2017. The Town received 8 tender submissions and a public tender opening was held shortly after 11:00 a.m.

The Consulting Engineer completed a review of the 4 low tenders to ensure there were no mathematical errors. There was a minor discrepancy between item unit price and the provided total quantity price on Major Construction's tender. This discrepancy did not affect the overall rankings in relation to the other bids. The other reviewed tenders contained no errors. The tender results are:

1.	J&J Lepera Infrastructures Inc.	\$ 3,929,700.00 plus HST
2.	Amico Infrastructures Inc.	\$ 4,049,100.00 plus HST
3.	Major Construction (2010) Ltd.	\$ 4,188,205.30 plus HST
4.	Shearock Construction Group Inc.	\$ 4,189,681.00 plus HST
5.	SLR Contracting Group Inc.	\$ 4,315,908.00 plus HST
6.	Coco Paving Inc.	\$ 4,386,729.50 plus HST
7.	D'Amore Construction (2000) Ltd.	\$ 4,461,460.00 plus HST
8.	Sherway Contracting (Windsor) Ltd.	\$ 5,205,780.00 plus HST

4. RISK ANALYSIS:

Not awarding the Meloche Road project would increase resident discontent with the users of the Libro Centre as well as risk losing the OCIF Grant money if the project is not fully completed by the end of October 2017.

As part of the Meloche Road Reconstruction the Town will be installing a storm sewer that will provide the outlet for Meadowview Subdivision at the corner of Simcoe Street and Meloche Road. If the Meloche Road project does not proceed it will jeopardize the pending development.

The section of the Meloche roadway between Simcoe Street and Lowes Sideroad is deteriorating quickly and the Town will incur significant costs to complete the extensive repairs that are required immediately if this project is not approved.

5. FINANCIAL MATTERS:

This project is the final component of the Meloche Road reconstruction. The Meloche Road rehabilitation has a total budget of \$4,324,800. This budget was approved by Council at the February 22, 2016 Regular meeting.

The overall project details for the Meloche Road Reconstruction are as follows:

TOTAL PROJECT COST	
Engineering Cost	\$ 146,984.00
Geotechnical Cost	\$ 43,048.26
Libro Centre Temporary Entrance	\$ 90,348.00
Meloche Road Reconstruction	\$ 3,929,700.00 ⁽¹⁾
Non - Refundable HST (1.76% of HST)	<u>\$ 74,097.41</u>
Total Project Cost	\$4,284,177.67
Total Budget	<u>\$4,324,800.00</u>
TOTAL PROJECT BUDGET REMAINING	\$ 40,622.33 **

(1)Tender amount includes a contingency amount of \$200,000 the will be used for any unforeseen expenditures

** Any budgetary savings on this project will be used to reduce the issuance of future long term debt on the project and will be addressed with Council during the final reporting of the project

Meloche Road Rehabilitation Funding Sources

Project Cost Exclusion of HST	\$4,210,080.26
Non recoverable HST (1.76%)	\$74,097.41
Total Project Cost	\$4,284,177.67
OCIF Funding (46% of Total Project)	\$(1,970,721.73)
County of Essex 40% portion of the Pathway	\$(201,960.00)
Town of Amherstburg Portion	\$2,111,495.94

The Town will recover the additional costs associated with the storm sewer sizing increase from the Developer.

The proposed funding model for the Town's portion is as follows:

2017 Gas Tax Allocation	\$500,000
Development Charge supported Debenture over 20 years (growth related)	\$1,300,000
General Tax Rate Supported Debenture over 20 Years	<u>\$311,495.94</u>
Town of Amherstburg Portion	\$2,111,495.94

6. CONSULTATIONS:

Consulting Engineer reviewed the tender submissions for errors and omissions and none were found with the lowest compliant bid. They are recommending awarding the contract to J&J Lepera Infrastructures Inc. Administration supports this recommendation.

7. CONCLUSION:

Administration is recommending that Council award the Meloche Road Reconstruction to J&J Lepera Infrastructures Inc.



Todd Hewitt
Manager of Engineering

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Report Approval Details

Document Title:	20170523 - Meloche Road Reconstruction - Tender Results.docx
Attachments:	- Hrycay Consulting-Recommendation Letter for Meloche Road.pdf - Agreement - Meloche Road Reconstruction.pdf - By-law 2017-48 Meloche Road Reconstruction.pdf
Final Approval Date:	May 19, 2017

This report and all of its attachments were approved and signed as outlined below:

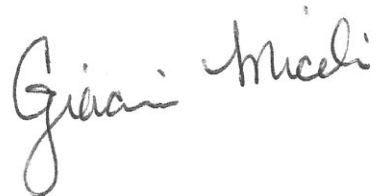


Antonietta Giofu - May 19, 2017 - 8:55 AM



Justin Rousseau - May 19, 2017 - 8:55 AM

No Signature - Task assigned to Mark Galvin was completed by workflow administrator Tammy Fowkes



John Miceli - May 19, 2017 - 10:03 AM

No Signature - Task assigned to Paula Parker was completed by assistant Tammy Fowkes

May 18th 2017

Via: E-mail and Mail

Mr. Todd Hewitt, C.E.T.
Manager of Environmental Services
Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario
N9V 3R2

Dear Mr. Hewitt:

**Re: Meloche Road Rehabilitation
Contract No. PWD-RD-2017-002
Recommendation for Construction Contract Award
HCEI File No. M416**

Overall Tender Results

The Meloche Road Rehabilitation project was competitively tendered by the Town of Amherstburg during May 4th, 2017 to May 18th, 2017, and a total of eight (8) tenders were received at a public opening at 11:00 am EDT on May 18th, 2017. The tender results (excluding HST) were as follows from lowest to highest, excluding HST:

• J&J Lepera Infrastructures Inc.	\$3,929,700.00
• Amico Infrastructures Inc.	\$4,049,100.00
• Major Construction (2010) Ltd.	\$4,188,205.30
• SheaRock Construction Group Inc.	\$4,189,681.00
• SLR Contracting Group Inc.	\$4,315,908.00
• Coco Paving Inc.	\$4,386,729.50
• D'Amore Construction (2000) Ltd.	\$4,461,460.00
• Sherway Contracting (Windsor) Limited	\$5,205,780.00

Please note that only the lowest four (4) tender bids were verified to ensure no calculation errors in their submissions.

HCEI's tender cost estimate for this project was \$4,384,291.00 excluding HST. Five (5) tender values were below the estimated project cost and three (3) tender values were higher than the estimated project cost.

Review of Tenderers Information

HCEI has conducted an evaluation of the lowest four (4) tenders that were received. The submissions were mostly complete, however, some minor discrepancies were identified. These are summarized below for each tenderer.

- J&J Lepera Infrastructures Inc.: The tender form requirements were all met.
- Amico Infrastructures Inc.: The tender form requirements were all met.
- Major Construction (2010) Ltd.: There were some minor discrepancies between the item unit price and the provided total quantity price. The total quantity prices have been corrected to reflect these discrepancies. These discrepancies did not affect the ranking of the total bid price in relation to the other received bids.
- SheaRock Construction Group Inc.: The tender form requirements were all met

There were no significant irregularities with the tenders that would require the Town of Amherstburg to disqualify any of them in accordance with Section 6, Tender Submission Requirements or Section 26, Disqualified Tenders.

Tenderers Capability

J&J Lepera Infrastructures Inc. was the lowest bidder for this project. J&J Lepera Infrastructures Inc. has experience working on construction projects in the Windsor-Essex County region, including roadway reconstruction projects.

HCEI reviewed all bids, and all tenderers were well-qualified to successfully construct this project. Based on our review J&J Lepera Infrastructures Inc. appears to be a qualified contractor for the construction of this project, along with being the lowest bidder.

Recommendation

Based on a thorough review of the received tenders for the referenced project, HCEI recommends that this project be awarded to **J&J Lepera Infrastructures Inc.** for a value of **\$3,929,700.00**, excluding HST.

Please direct any questions or concerns to the undersigned at (519) 737-7234.

Yours truly,

HRYCAY Consulting Engineers Inc.



Justine E. Arbour, P.Eng.

JEA/ja

AGREEMENT

THIS AGREEMENT made in quintuplicate this 23rd day of May, 2017.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

J&J Lepera Infrastructures Inc.

(hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be designed for the implementation of:

Meloche Road Reconstruction

In the Town of Amherstburg and has accepted a Quotation by the Contractor for this purpose.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Tender submitted to the Town on the:

18th day of May, 2017

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of:

Three Million, Nine Hundred and Twenty Nine Thousand, Seven Hundred Dollars
(\$ 3,929,700) excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

(1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to. The Contractor shall,

in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Contractor will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

(3) To pay to the Corporation, on demand, all loss, costs, damages or expenses incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any monies paid or payable by the Corporation or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof. If in default of said monies so paid or payable by the Corporation, its officers, servants or agents, including any monies payable by the Contractor under any of the terms and conditions of the Contract, these said monies may be deducted from any monies of the Contractor then remaining in possession of the Corporation on account of this or any other Contract, or may be recovered from the Contractor or the Surety named in the Bond hereto attached in any court of competent jurisdiction and monies paid at their request.

The Corporation covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Contractor the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner, subject to drawbacks and liquidated damages mentioned in the said General Conditions, upon estimates or certificates signed by the Engineer, issued in accordance with the conditions incorporated with and made part of this Agreement.

No monies shall become due or be payable under this Agreement unless and until an estimate or certificate therefore shall have been signed by the said Engineer, the possession of which is hereby made a condition precedent to the right of the Agreement to be paid or to maintain any action for such money or for any part thereof, the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Agreement, except only in the manner and as provided for herein. The Corporation shall not be liable or compelled to grant or insure any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Engineer. It is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to, or discovered by the said Engineer at the time such estimate or certificate was granted, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Contractor and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

WITNESS AS TO SIGNATURE OF
CONTRACTOR

Contractor's Signature and Seal

Contractor's Name

Contractor's address

CORPORATION OF THE TOWN OF AMHERSTBURG

WITNESS AS TO SIGNATURE OF
CORPORATION

Aldo DiCarlo, Mayor

Paula Parker, Clerk

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017- 48

**By-law to enter into a contract with J&J Lepera Infrastructures Inc.
for the Meloche Road Reconstruction**

WHEREAS under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with J&J Lepera Infrastructures Inc. for the Meloche Road Reconstruction

NOW THEREFORE the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 23th day of May, 2017.

MAYOR – ALDO DICARLO

MUNICIPAL CLERK – PAULA PARKER