



**TOWN OF AMHERSTBURG  
COUNCIL MEETING  
SUPPLEMENTARY AGENDA**

**Monday, July 23, 2018**

**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](mailto:tfowkes@amherstburg.ca)**

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**9. REPORTS – ENGINEERING AND PUBLIC WORKS**

**9.2 Creek Road Reconstruction (Meloche Road to County Road 20) – Tender Results**

It is recommended that:

1. The report from the Manager of Engineering dated July 19, 2018, regarding the Creek Road Reconstruction (Meloche Road to County Road 20) - Tender Results **BE RECEIVED**;
2. The Creek Road Reconstruction (Meloche Road to County Road 20) Tender **BE AWARDED** to Jeff Shepley Excavating Ltd. in the amount of \$1,512,223.50 plus H.S.T.;
3. Project expenditures not to exceed \$1,642,400 and a transfer from the Capital Reserve account not to exceed \$242,400 to fully fund the project **BE APPROVED**; and,
4. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Jeff Shepley Excavating Ltd. for completion of the Creek Road Reconstruction.



## 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.*

<b>Author's Name: Todd Hewitt</b>	<b>Report Date: July 19, 2018</b>
<b>Author's Phone: 519 736-3664 ext. 2313</b>	<b>Date to Council: July 23, 2018</b>
<b>Author's E-mail: <a href="mailto:thewitt@amherstburg.ca">thewitt@amherstburg.ca</a></b>	<b>Resolution #: N/A</b>

**To: Mayor and Members of Town Council**

**Subject: Creek Road Reconstruction (Meloche Road to County Road 20) - Tender Results**

#### 1. **RECOMMENDATION:**

It is recommended that:

1. The report from the Manager of Engineering dated July 19, 2018, regarding the Creek Road Reconstruction (Meloche Road to County Road 20) - Tender Results **BE RECEIVED**;
2. The Creek Road Reconstruction (Meloche Road to County Road 20) Tender **BE AWARDED** to Jeff Shepley Excavating Ltd. in the amount of \$1,512,223.50 plus H.S.T.;
3. Project expenditures not to exceed \$1,642,400 and a transfer from the Capital Reserve account not to exceed \$242,400 to fully fund the project **BE APPROVED**; and,
4. The Mayor and Clerk **BE AUTHORIZED** to execute an agreement with Jeff Shepley Excavating Ltd. for completion of the Creek Road Reconstruction.

#### 2. **BACKGROUND:**

The Town advertised a Request for Tender (RFT) for the Creek Road Reconstruction from Meloche Road to County Road 20 on July 4, 2018 online via Bids and Tenders and on the Town's website. The RFT included the pulverization and reconstruction of Creek Road (Meloche Rd. to County Road 20). The Town's consulting engineer for this project is Hrycay Consulting Engineers Inc.

### 3. DISCUSSION:

The Town first advertised an RFT for the Creek Road Reconstruction on May 23, 2018. This tender closed on June 12, 2018. The tender pricing received on June 12, 2018 exceeded the Town's budget and administration opted to revise the scope of the project and re-tender.

Tenders closed under the second RFT for this project at 11:00 a.m. on Wednesday July 18, 2018. The Town received 4 tender submissions and a public tender opening was held shortly after 11:00 a.m.

The consulting engineer completed a review of the tenders to ensure there were no mathematical errors or omissions. Minor mathematical errors on some of the tenders were noted and corrected. The corrected tender results are:

	<u>Bidder</u>	<u>Tender Amount (excluding HST)</u>
1.	Jeff Shepley Excavating Ltd.	\$ 1,512,223.50
2.	Amico Infrastructure.	\$ 1,687,416.00
3.	SLR Contracting	\$ 1,845,522.90
4.	Southshore Construction Ltd.	\$ 1,846,779.00

The consulting engineer has completed the review of the submissions and has recommended that the tender be awarded to the lowest bidder, Jeff Shepley Excavating Ltd. Administration concurs with this recommendation.

### 4. RISK ANALYSIS:

The section of the Creek Road recommended for renewal under this project 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:

The financial impacts of the Creek Road (Meloche Road to County Road 20) project are as follows:

Capital Budget - Public Works Budget Centre	Budget	Actual (incl. net HST)	Variance (over)/under
<b>Cost:</b>			
Engineering & Project Management		\$ 88,560	\$ -
Geotechnical		15,000	
Construction – Tender Pricing (1)		1,538,840	
<b>Total Project Cost (2)</b>	<b>\$1,400,000</b>	<b>\$1,642,400</b>	<b>(\$ 242,400)</b>

Capital Budget - Public Works Budget Centre	Budget	Actual (incl. net HST)	Variance (over)/under
<b>Funding:</b>			
Grant Revenue - Federal Gas Tax	\$1,000,000	\$1,000,000	\$ -
Grant Revenue - OCIF Formula Based Funding	400,000	400,000	-
Transfer from Reserve – Capital (2)		242,400	242,400
<b>Total Project Funding (2)</b>	<b>\$1,400,000</b>	<b>\$1,642,400</b>	<b>(\$ 242,400)</b>

Notes:

1. The recommended tender for the Creek Road Reconstruction includes a contingency allowance of \$200,000 and \$130,225 of additional unit prices. This is a total of \$330,225 that will be used for any unforeseen expenditures.
2. The estimated cost for this project at the time of 2018 Budget was \$1,700,000; however, the 2018 Budget included \$1,400,000 for the project, with a notation that a further \$300,000 would be required in the 2019 Budget. As the project will be fully completed in 2018, approval for the full project expense and funding is required in 2018, with the balance of the funding recommended to come from the Capital Reserve account. Based on the recommended award of tender, the project is within the estimated cost for the project of \$1,700,000.

**6. CONSULTATIONS:**

The Consulting Engineer (Hrycay) reviewed the tender submissions for errors and omissions. They are recommending awarding the contract to Jeff Shepley Excavating Ltd. Administration supports this recommendation. The Treasurer was also consulted with regards to this report.

**7. CONCLUSION:**

Administration recommends that Council award the Creek Road Reconstruction to Jeff Shepley Excavating Ltd.




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Todd Hewitt  
**Manager of Engineering**

## Report Approval Details

Document Title:	Creek Road Reconstruction - Tender Results.docx
Attachments:	- Hrycay Recommendation Letter for Creek Road Reconstruction.pdf - Shepley Agreement - Creek Road Reconstruction.pdf
Final Approval Date:	Jul 20, 2018

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



**Antonietta Giofu - Jul 19, 2018 - 10:25 AM**



**Mark Galvin - Jul 19, 2018 - 10:54 AM**



**Cheryl Horrobin - Jul 19, 2018 - 12:09 PM – ACTING CAO**



**Paula Parker - Jul 20, 2018 - 9:40 AM**

July 19, 2018

**Via: E-mail**

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

Dear Mr. Hewitt:

**Re: Creek Road Reconstruction  
Contract No. T04-2018-001  
Recommendation for Construction Contract Award  
HCEI File No. M424**

**Overall Tender Results**

The Creek Road Reconstruction project was competitively tendered by the Town of Amherstburg during the period of July 4<sup>th</sup>, 2018 to July 18<sup>th</sup>, 2018, and a total of four (4) tenders were received at a public opening at 11:00 am EDT on July 18<sup>th</sup>, 2018. The tender results were as follows from lowest to highest, excluding HST:

- Jeff Shepley Excavating Ltd. \$ 1,512,223.50
- Amico Infrastructures Inc. \$ 1,687,416.00
- SLR Contracting Group Inc. \$ 1,845,522.90
- South Shore Contracting of Essex County Inc. \$ 1,846,779.00

HCEI's tender cost estimate for this project was \$1,777,342.50 excluding HST. Two (2) of the tender values were lower than the estimated project cost, and two (2) of the tender values were higher.

## Review of Tenderers Information

HCEI has conducted an evaluation of the tenders that were received. The submissions were all complete. These are summarized below for each tenderer.

- Jeff Shepley Excavating Ltd.: The tender form requirements were all met.
- Amico Infrastructures Inc.: The tender form requirements were all met.
- SLR Contracting Group Inc.: The tender form requirements were all met.
- South Shore Contracting of Essex County Inc.: The tender form requirements were all met.

All submissions fulfilled the requirements of Section 6, Tender Submission Requirements and Section 26, Disqualified Tenders.

## Tenderers Capability

Jeff Shepley Excavating Ltd. was the lowest bidder for this project. HCEI reviewed all bids, and all accepted tenderers were well-qualified to successfully construct this project. Based on our review, Jeff Shepley Excavating Ltd. appears to be a qualified contractor for the construction of this project, along with being the lowest bidder.

## Recommendation

Based on a review of the received tenders for the referenced project, HCEI recommends that this project be awarded to **Jeff Shepley Excavating Ltd.** for a value of **\$1,512,223.50**, 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 23<sup>th</sup> day of July, 2018.

**BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the Corporation) of the first part.

AND

**JEFF SHEPLEY EXCAVATING LTD.**

(hereinafter called the Contractor) of the second part.

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

### **CREEK 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:

18<sup>st</sup> day of July, 2018

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:

One million, five hundred and twelve thousand, two hundred and twenty three dollars and fifty cents (\$ 1, 5 1 2, 2 2 3 . 5 0 ) 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.

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WITNESS AS TO SIGNATURE OF  
CONTRACTOR

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Contractor's Signature and Seal

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Contractor's Name

---

Contractor's address

**CORPORATION OF THE TOWN OF AMHERSTBURG**

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WITNESS AS TO SIGNATURE OF  
CORPORATION

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Aldo DiCarlo, Mayor

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Paula Parker, Clerk

July 19, 2018

**Via: E-mail**

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

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## Recommendation

Based on a review of the received tenders for the referenced project, HCEI recommends that this project be awarded to **Jeff Shepley Excavating Ltd.** for a value of **\$1,512,223.50**, excluding HST.

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

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Justine E. Arbour, P.Eng.

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18<sup>st</sup> day of July, 2018

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:

One million, five hundred and twelve thousand, two hundred and twenty three dollars and fifty cents (\$ 1, 5 1 2, 2 2 3 . 5 0 ) excluding H.S.T.

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(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.

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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.

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WITNESS AS TO SIGNATURE OF  
CONTRACTOR

---

Contractor's Signature and Seal

---

Contractor's Name

---

Contractor's address

**CORPORATION OF THE TOWN OF AMHERSTBURG**

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WITNESS AS TO SIGNATURE OF  
CORPORATION

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Aldo DiCarlo, Mayor

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Paula Parker, Clerk