

Report to Council

Report Title:	Truax Dam Removal Tender Acceptance		
Prepared By:	Sonya Watson, Chief Administrative Officer		
Department:	Administration		
Date:	June 4, 2019		
Report Number:	CAO2019-16	File Number:	C11AD, F18TR
Attachments:	Letter from GSS Engineering, Tender Document, Construction Agreement		

Recommendation:

That the Council of the Municipality of Brockton hereby approves Report Number CAO2019-16– Truax Dam Removal Tender Acceptance, prepared by Sonya Watson, Chief Administrative Officer and in so doing accepts the tender of Moorefield Excavating Ltd. at a cost of \$565,000.00 plus H.S.T. for the removal of the Truax Dam and further that a By-Law be brought authorizing the tender acceptance and authorizing the signing of the contract agreements related to the Truax Dam project.

Report:

Background:

Tenders for the Truax Dam were opened on October 2, 2018. Council passed a motion at the November 5th, 2018 Council meeting conditionally accepting the tender of Moorefield Excavating Ltd. at a cost of \$550,000 plus H.S.T. for the removal of the Truax Dam based on approvals from the Ministry of Natural Resources and Forestry, Saugeen Valley Conservation Authority and Fisheries and Oceans Canada and the approval of additional funding from Bruce Power.

After much effort all approvals have now been received. Saugeen Valley Conservation Authority has also signed back a copy of the Indemnification Agreement required as condition #11 of their permit and funding agreements are in place.

Analysis:

As a final step to moving forward I am recommending a By-law come forward authorizing final acceptance of the tender of Moorefield Excavating Ltd. and authorizing execution of the agreement with the contractor. The agreement has been attached for Council's review and outlines the insurance requirements and risk management plan required by the contractor. Through the discussion meetings and requirements proposed by SVCA we have requested additional insurance as outline in Schedule "A" of the agreement and Schedule "B" details the Risk Management Plan. Both these items have lead to an increase in cost of \$15,000 to the

contractor. The Lake Huron fishing Club has agreed to cover these costs to move forward. Therefore, the tender acceptance amount is now \$565,000. This is still below the closet bid. We are pleased to move forward with this project.

I would also like to recommend that a story board be developed for placement on the “beach area” or walking path near the Truax Dam Bridge that outlines the history of the dam and includes details on the partnership and partial removal details for historic purposes. I suggest adding this as an item on the next Heritage Committee meeting for consideration.

Sustainability Checklist:

What aspect of the Brockton Sustainable Strategic Plan does the content/recommendations in this report help advance?

- Do the recommendations help move the Municipality closer to its Vision? Yes
- Do the recommendations contribute to achieving Cultural Vibrancy? Yes
- Do the recommendations contribute to achieving Economic Prosperity? Yes
- Do the recommendations contribute to Environmental Integrity? Yes
- Do the recommendations contribute to the Social Equity? Yes

Financial Impacts/Source of Funding:

- Do the recommendations represent a sound financial investment from a sustainability perspective? Yes

Funding agreements are in place to cover the costs associated with the partial removal of the Truax Dam.

Respectfully Submitted by:



Sonya Watson, Chief Administrative Officer



October 31, 2018

Ms. Sonya Watson
Municipality of Brockton
100 Scott Street, PO Box 68
Walkerton, ON N0G 2V0

Attn: Ms. Sonya Watson, Chief Administrative Assistant (CAO)

Re: Recommendation of Contact Award
Partial Removal of the Truax Dam
Contract 17066

Dear Ms. Watson

As you are aware, tenders closed for the above contract on Tuesday October 2, 2018.

Four tenders were received. The four bids received and bid prices are summarized as follows:

Name of Contractor	Tender Price (excluding HST)
Moorefield Excavating Inc.	\$550,000.00
Xterra Construction Inc.	\$566,188.72
Van Driel Excavating Inc.	\$623,689.29
R & M Construction	\$737,090.25

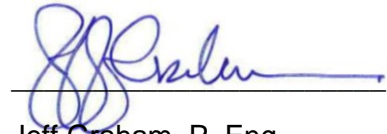
We have checked the addition and price extensions of the four bids and all prices are confirmed correct. All four bidders confirmed receipt all addendums issued, and all bidders submitted the necessary bid bond and an agreement to bond.

As above, the low bid is Moorefield Excavating Ltd. at a cost of \$550,000 plus HST. I have attached pages 1 through 4 of their Form of Tender. We have reviewed their tender in detail and confirm the prices for each item are balanced and the cost per tonne for the various rock and gravel products areLet very reasonable.

We have worked with Moorefield Excavating Ltd. on other dam removal projects as well as major street reconstruction projects. In our opinion, they are a well-qualified contractor who are fully capable of completing this contract.

As such, I recommend this project be awarded to Moorefield Excavating Ltd., conditional on receipt of final approvals from MNRF, SVCA and potentially DFO, as well confirmation of sufficient funding for the project from Bruce Power.

If you have any questions regarding this recommendation, please contact the undersigned.



Jeff Graham, P. Eng.
President

JTG/nc

Cc Dave Snider – Bruce Power
Mike Hahn – Lake Huron Fishing Club

CONSTRUCTION AGREEMENT

Contract 17066

THIS AGREEMENT made in triplicate this _____ day of _____, 2019.

BETWEEN:

MUNICIPALITY OF BROCKTON

(hereinafter called "the Owner")

Of the First Part

-and-

MOOREFIELD EXCAVATING LTD.

(hereinafter called "the Contractor")

Of the Second Part

WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

A general description of the work is:

Partial Removal of Truax Dam in Walkerton

The Contractor shall, for the prices set out in the Tender Form and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roadways, materials, appliances, articles and things necessary for the due execution and completion of all the Work set out in this Contract and shall forthwith according to the instructions of the Contract Administrator, commence the Works and diligently execute the respective portions thereof, and deliver the Works complete in every particular to the Owner within the time specified in the Contract Documents.

ARTICLE 2

In the event that the Tender Form provides for and contains a Contingency Allowance, it is understood that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Contract Administrator and in accordance with the Contract Documents and only to the extent of such extra or additional work.

ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Contract Documents, or any other document or writing, the provisions of such documents shall take precedence and govern in accordance with General Condition (GC) 2.02 (Order of Precedence) as provided in the OPS General Conditions of Contract for Roads and Public Works (November 2006).

ARTICLE 4

The Contractor shall not, without consent in writing from the Owner and Contract Administrator, and without restricting in any way the provisions of sections GC 3.08 and GC 3.09 of the OPS General Conditions referred to in the previous Article, make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

ARTICLE 5

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the Works the sum of *Five Hundred and Sixty Five Thousand00/100* (\$565,000.00), excluding HST, subject to **Article 2** and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the OPS General Conditions attached hereto.

ARTICLE 6

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Contract Administrator or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following addresses:

The Owner: Municipality of Brockton
100 Scott Street, PO Box 68
Walkerton, ON N0G 2V0
Attn: Ms. Sonya Watson
Chief Administrative Officer

The Contractor: Moorefield Excavating Ltd.
6297 Wellington County Road 109
Harriston, ON N0G 1Z0
Attn: Mr. Jerry Roubos
President

The Contract Administrator: GSS Engineering Consultants Ltd.
Unit 104 D, 1010 9th Ave., W.
Owen Sound, ON, N4K 5R7
Attn: Mr. Jeff Graham, P. Eng.

Where any such notice, direction or other communication is given or made to the Contract Administrator, a copy thereof shall likewise be delivered to any agent of the Contract Administrator appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent, a copy thereof shall likewise be delivered to the Contract Administrator.

ARTICLE 7

A copy of Contract Documents (including Tender Form submitted by Contractor and accepted by Owner, and including any addendums issued during tendering) are hereto annexed and together with the Contract Drawings relating thereto and listed in the specifications are made part of this Agreement as fully to all intents and purposes as though recited in full herein. The Contract Documents include permits issued by the Ministry of Natural Resources and Forestry and the Saugeen Valley Conservation Authority.

ARTICLE 8

Insurance provided by the Contractor shall satisfy requirements as specified by attached **Schedule A**. A copy of acceptable insurance documents shall be provided to the Owner prior to work beginning

ARTICLE 9

The Contractor shall abide by a Risk Management Plan. At minimum, the RMP shall abide by requirements provided in the Risk Management Plan included by attached **Schedule B**.

ARTICLE 10

The Contractor shall abide by all conditions specified in the permits issued by the Ministry of Natural Resources and Forestry and the Saugeen Valley Conservation Authority for this contract. A copy of said permits are attached and form part of this Agreement.

ARTICLE 11

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Agreement contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any right against the Owner may be founded.

ARTICLE 12

Time shall be deemed the essence of this Contract.

ARTICLE 13

The Contractor declares that in tendering for the Works and in entering into this Contract, he has either investigated for himself the character of the Work and all local conditions that might affect his tender or his acceptance or performance of the Work, or that not having so investigated, he

acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the Agreement signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 14

Any representations in the Contract Documents were furnished merely for the general information for tenderers and were not in any way warranted or guaranteed by or on behalf of the Owner or the Owner's Contract Administrator (or the Contract Administrator's sub consultants) or the Contract Administrator's officers or employees, and neither the Owner nor the Contract Administrator or its officers or employees shall be liable for any negligent representations or otherwise contained in the Contract Documents.

ARTICLE 15

The Contract shall apply and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

NOTE – BALANCE OF THIS PAGE LEFT BLANK ON PURPOSE

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

OWNER:

Chris Peabody, Mayor

Signature

Sonya Watson, CAO

Signature

CONTRACTOR:

Jerry Roubos, President

Signature

6297 Wellington County Road 109S, Harriston, ON N0G 1Z0
Address

Witness as to Signature of the Contractor*

Name _____
Name and Title

Signature

*Not necessary if corporate seal is affixed.

Schedule A

Insurance Requirements

Contract 17-066

Partial Removal of Truax Dam in Walkerton

May 31, 2019

The Contractor shall provide insurance, meeting the following requirements:

Commercial Liability Insurance and Automobile Insurance

Insurance shall be Commercial Liability Insurance and Automobile Liability Insurance in the minimum amount of \$5,000,000 per Occurrence.

The Contractor must provide acceptable insurance documents to the Owner prior to beginning work.

Additional insureds to include The Municipality of Brockton, Bruce Power, GSS Engineering Consultants Ltd, Senlin Li, Weiwen Zhou, Lake Huron Fishing Club and the Saugeen Valley Conservation Authority.

Contractor's Pollution Liability

Environmental Liability Insurance subject to limits of not less than 5 Million (\$5,000,000) inclusive per claim and shall include coverage for but not limited to, bodily injury including death, property damage and remediation costs which are reasonable and necessary to investigate, neutralize, remove, remediate (including associated monitoring) or dispose of soil, surface water, groundwater or other contamination. The policy shall remain in force for twelve (12) months following completion of work. The Municipality of Brockton shall be named as an additional insured.

Schedule B

Risk Management Plan

Contract 17-066

Partial Removal of Truax Dam in Walkerton

May 31, 2019

As per the Project Specifications, the Contractor will store all equipment out of the river each night and all equipment will be stored at a location(s) with an elevation of at least 248.0 m asl or higher. As well, all fueling of equipment (and repair of equipment) to be completed only at the storage location(s) with an elevation of at least 248.0 m asl or higher. The intent is to reduce the probability of gasoline, diesel, hydraulic fluid or lubricant being spilled or discharged into the Saugeen River or near the Saugeen River.

In addition, the refueling/repair locations referred to above will be at least 30 m away from the edge of river.

In addition, the Contractor to keep on hand a Spill Containment Kit that will contain at minimum one 25' (or longer) fuel containment boom, at least 10 fuel absorbent pads (17" x 19" by 3/8" or larger) and at least 3 fuel absorbent pillows (21" x 16" x 6" or larger).

In addition, petroleum hydraulic fluid in the main hi hoe (the hi hoe that will be used near or in the water for this contract) will be replaced with an environmentally approved, nontoxic and biodegradable hydraulic fluid. Hydraulic fluid to be as recommended by the Contractor and approved the Engineer.

A fire extinguisher appropriate for fuel or oil fire suppression shall also be kept on hand.