



Staff Report

Staff Report No. SR 2024-07
Date: February 1, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Cindy Filmore, Deputy Clerk
Subject: Notice By-law

Recommendation:

That Council approve the Draft Notice By-law, to be passed at the next regular meeting of Council.

Background:

Our current Notice By-law was passed in 2007.

The purpose of this by-law is to provide guidance as to how Council wishes to provide the public with information/announce to the public any impending changes within the Town. This may include the sale of lands, the passing of by-laws which Council deems important and/or information Council determines requires Public input (passing of budgets, etc.). There are some matters which are regulated by provincial policy, such as Planning matters which are not affected by this by-law.

It is typical for Council to review such by-laws and make any necessary changes to ensure that the appropriate steps are taken.

Analysis:

One of the reasons for this revision is due to the lack of a weekly newspaper. Previously, the Almaguin News and Huntsville Forester had been where we would advertise such things as Shore Road Allowance sales, other sales of land, passing of by-laws, the budget, etc.. Without changing the Notice By-law, even though weekly newspapers are unavailable, we would be in contravention of our own by-law, placing Council in a precarious situation.

Monthly newspapers, while available to be utilized, do not fall within provincial parameters for providing notice and as such, legal counsel has suggested removing this stipulation to advertise from the by-law.

The "digital age" allows us to post notices on our municipal website, however, legal counsel has also included posting notices at the Town office for those that do not have access to the internet.

Financial Implications:

The removal of advertising in the (non-existent) newspapers will save the municipality between \$300 and \$1000 per ad run, and will save those purchasing shore road allowances similarly.

Conclusion:

This update provides a more concise and clearly worded by-law, reflecting the removal of the need for newspaper advertisements as well as including both digital and physical posting to provide better. By accepting this revision, Council will ensure a positive direction for the municipality.

Prepared by: Cindy Filmore, Deputy Clerk

THE CORPORATION OF THE TOWN OF KEARNEY

BY-LAW NO. 2024-

**Being a By-law to Establish Circumstances in Which the Municipality Shall
Provide Notice to the Public**

WHEREAS Section 270(1) of the *Municipal Act, S.O. 2001, c.25*, as amended, requires a municipality to adopt and maintain a policy with respect to the circumstances in which the municipality shall provide notice to the public and, if notice is to be provided, the form, manner and times such notice shall be given;

NOW THEREFORE the Council of the Corporation of the Town of Kearney enacts as follows:

1. Short Title

This By-law may be cited as the "Notice By-law".

2. Definitions In this By-law:

- 2.1.** "Clerk" shall mean the person within the Town of Kearney administration who fulfills the function of the Municipal Clerk as required by the *Municipal Act, 2001*, or his or her designate;
- 2.2.** "Council" shall mean the Council of the Corporation of the Town of Kearney;
- 2.3.** "Municipality" shall mean the Corporation of the Town of Kearney;
- 2.4.** "Notice to the Public" or "Public Notice" shall mean notice given to the public generally, but does not include notice given to specified persons;
- 2.5.** "Meeting" shall mean a meeting of the Council of the Corporation of the Town of Kearney which is open to the Public;
- 2.6.** "Town Web Site" shall mean the official Town of Kearney internet website.

3. Application

- 3.1.** Where the Municipality is required to give notice under a provision of any act or regulation, the notice shall be given in a form and manner and at the time indicated in this by-law, unless:
 - a)** The applicable act or regulation prescribes or permits otherwise;
 - b)** The requirements for notice are prescribed in another by-law or resolution of the Municipality; or
 - c)** Council directs by resolution a method by which notice is to be given that Council considers adequate to give reasonable notice under the provision.
- 3.2.** Where there is a conflict between this by-law and the provision of an act or regulation or of another by-law, the act or regulation or the other by-law shall apply.
- 3.3.** Where a notice does not strictly comply with the provisions hereof but would substantially inform a reasonable person of the subject matter to which the notice relates, the notice shall be deemed to be adequate and in compliance with this by-law.
- 3.4.** Where a notice is required under any act but is not provided for specifically in this by-law, a notice which would substantially inform a reasonable person of the subject matter to which the notice relates, shall be deemed to be adequate and in compliance with this by-law.

4. Content of Notices

- 4.1.** Unless otherwise prescribed in an act or regulation, a Notice to the Public shall contain the following information when applicable:
 - a)** A general description of the subject matter under consideration or otherwise involved;
 - b)** Purpose of any Meeting of which notice is required to be given or the purpose and effect of the proposed action;

- c) Identification of the authority under which notice is being given;
- d) Date, time and location of any Meeting at which the subject matter will be considered of which notice is required to be given;
- e) Where the matter relates to a defined location, sufficient particulars of the location to identify it generally, such as reference to a Municipal address or road intersection, or a legal description or plan, and may include a key map showing the affected lands;
- f) General provision guiding the submission of information by delegation to any Meeting referred to in the notice;
- g) Instruction on obtaining any additional information which may be made available by the Municipality, including name, address, phone number and fax number of any office providing notice;
- h) Details on required actions and time frames; and
- i) Be clearly identified as a notice given by the Town of Kearney.

5. Additional Notice

- 5.1. If the matter is deferred at the Meeting of which notice has been given, no additional notice is required, except where an act or by-law provides otherwise or the Council directs otherwise.
- 5.2. If the matter is considered at a subsequent Meeting, no additional notice is required, except where an act or by-law provides otherwise or the council provides otherwise.

6. Method of Notice

Notice shall be given in the following manner no less than seven (7) days prior to the consideration or occurrence of the subject matter:

- 6.1. Posting at the Town Office; and
- 6.2. Posting on the Town Web Site.

7. Purpose of Notice

In addition to any notice required to be given by an act, regulation and/or other by-law, notice in accordance with the provisions of this by-law shall be given for the purposes of any of the following:

- a) Road Closings
- b) Sale of Land
- c) Adoption of Budget and Budget Amendments
- d) Any other matter that may arise that Council identifies as warranting public notice

8. Emergency Provisions

- 8.1. In the event of a circumstance, which in the opinion of the Clerk/Administrator, in consultation with the Mayor, is considered to be of an urgent or time sensitive nature, and which may affect the health, safety or physical security of residents in the Town of Kearney, or if a State of Emergency is declared, the requirements of the by-law may be suspended by the Mayor and best efforts shall be made by the Clerk/Administrator to provide as much notice as is reasonable under the circumstances.
- 8.2. If a By-law is passed in the case of an emergency without complying with the provisions of this By-law, Council shall, as soon as is practical after its passage, give the required notice and hold a Meeting and may, after that Meeting, amend or repeal the By-law without the requirement of a further Meeting.

9. Repeal of Previous By-law

- 9.1. That By-law 2007-61 is hereby repealed.

10. Effective Date

10.1. That this By-law shall come into force and effect on the date of passing hereof.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Corporate Seal attached hereto, this day of _____, 2024

**THE CORPORATION OF THE
TOWN OF KEARNEY**

Mayor

Clerk

DRAFT



Paul Schaefer

Fire Chief - Town of Kearney
paul.schaefer@townofkearney.ca



705-636-7402
705-571-3761 (Cell)
705-636-9743 (Fax)



Kearney Fire & Emergency Services
Postal Box 38
Kearney, ON POA 1M0

January 26, 2024

To; Nicole Gourley

Council Town of Kearney

Re; Pumper 311

From; Paul Schaefer

Fire Chief

For Discussion,

I was asked to prepare a report for 311 for council after the capital budget meeting. I have been able to do a little research as well as talk to the area Chiefs at our monthly Chiefs meeting.

At the Chiefs meeting I proposed if Kearney would keep their pumper all five departments could use it as a backup pumper if their pumper was out of service however Kearney did not want the whole burden to be on the Kearney rate payers. I proposed an evaluation of the truck be done and then divided by the five departments in the Regional Fire Departments. There was a consensus that it was a good idea but value was the question? And Magnetawan already has a spare so they are not interested. Having a mutual agreement for maintenance and repairs was agreed to be a good idea but again no real enthusiasm to move forward until value and details get ironed out.

As for the value of the truck. I have found several pumpers on Facebook Marketplace from Toronto and area, one on the Association of Fire Chiefs Page and very much to my surprise they are listed for \$20,000.00 dollars. Toronto Fire has two Sparten Smeale trucks and another Municipality has the same truck for only \$15,000.00 dollars.

I would like to suggest we try to sell it in the spring however we have a higher reserve on the truck. The truck I can confirm is in great shape except for the side door which I mentioned is scheduled to be repaired. Perhaps being a rural truck with less use may make it more valuable. As well Burks Falls and Sprucedale will also be selling trucks this spring/summer. Once the door is repaired perhaps, we can try listing on Gov Deals with a reserve.

I am certainly open to suggestions.

Recommendation;

Council considers this information and advise on how to proceed.

Respectfully submitted

Staff Report No. SR-2024-09
Date: January 11-2023
To: Mayor, Deputy Mayor, and Members of Council
From: Paul Audette Public Works Superintendent
Subject: Road Classifications

Recommendation:

The Public Works Superintendent will bring back an updated Road Classification By-law to Council with further investigation which will put forth new classifications for approval.

Background:

The Public Works Superintendent has been reviewing the By-Law and has recognized that the list of roadways is not represented entirely, and the classifications do not represent our roads properly. Classifying all roads except for Hwy.518E as a Class 4 puts us in a vulnerable state for litigation and financial repercussions.

Analysis:

Minimum Maintenance Standards (MMS): were developed and incorporated into the Municipal Act as the Provincial response to municipalities' requests for relief from onerous court decisions. To use this statutory defence in court, a municipality must be able to show through documentation that it met the minimum standards, as defined in Regulation 239/02. Documentation and record-keeping are critical. Minimum maintenance standards do not reflect the overall make-up of roadways, engineered design, asphalt thickness, depth of materials, etc.... but is put in place for the minimum standards of repair, and is mostly geared to Winter maintenance.

The purpose of the Regulation is every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified as a **Class 1, Class 2 Class 3, Class 4, Class 5 or Class 6** highway based on the speed limit applicable to it and the average daily traffic on it, shown in **Table 1**. I have reduced the table by eliminating the upper limits due to our roads and speed postings do not meet the requirements. The regulation does not apply to **Class 6** highways.

The average daily annual daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

- (a) By counting and averaging the daily two-way traffic on the highway or part of the highway for the previous calendar year; or
- (b) By estimating the average daily two-way traffic on the highway or part of the highway in accordance with accepted traffic engineering methods.

Road Environment:

Rural: sparse development or where development accounts for less than 50% of the street frontage.

Semi-Urban: where development exceeds more than 50% of frontage but does not provide curb and gutter and storm sewers. Subdivisions with lot frontages exceeding 30 meters are considered semi-urban.

Urban: curb and gutter or similar are present, subdivisions with lots of less than 30 meters.

Based on the definitions 94% of our roads are classified Rural. 10% would fall under Semi-Urban or Urban.

Road Function:

Local Roads: roads whose primary role and function is to provide access to abutting development areas. Typically have a lower traffic volume, lower speeds, and reduced standards.

Arterial Roads: longer distance roads, primary intent of which is to provide a high level of mobility for through movement.

Collector Roads: offer a balanced service for both land access and mobility.

Based on the definitions 76% of our roads considered Local and 24% are Collector, none of our roads are Arterial.

The classification of our roads under **Road Environment and Road Function** is in direct correlation as to how many vehicles are potentially using our roadways on any given day.

Table 2 mandates the minimum allowable time between patrol of our roadways.

(Table 1) Classification of Highways:

Average Daily Traffic	91 - 100 km/h speed limit	81 - 90 km/h speed limit	71 - 80 km/h speed limit	61 - 70 km/h speed limit	51 - 60 km/h speed limit	41 - 50 km/h speed limit	1 - 40 km/h speed limit
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

Table 2.

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

Financial Implications:

Staff believe that the change in the classification of our roadways will better serve us and help keep us free from costly litigations, lawyers, court costs, potential safety and compliance issues and in turn will lead to lower insurance ratings, costly lawyers thus reducing our overall Town costs. The majority of our roads will fall under Class 5 greatly decreasing time frames for patrol, repair response times, costs etc....

Conclusion:

At this time Staff feels that these changes are necessary to ensure that the Town of Kearney is protected properly from harm and potential litigation going forward and ensuring we are in compliance with the Minimum Maintenance Standards for Municipal highways. (Ontario Regulation 239/02)

Prepared by: Paul Audette, Public Works Superintendent

December 12, 2023

Sent Via Email

Municipalities of Ontario

Re: Amendment to the Occupational Health and Safety Act to Clarify the Definition of “Employer”

The following resolution was passed by Council of the City of Greater Sudbury on December 5, 2023:

CC2023-303: WHEREAS in 2015 the City of Greater Sudbury (the “City”) entered into a contract with a contractor experienced in road construction projects to complete a project on Elgin Street in the City’s downtown core;

AND WHEREAS the contract provided that the contractor would be the constructor for the project as that term is defined in the Occupational Health and Safety Act (the “Act”);

AND WHEREAS an employee of the constructor operating a grader on the project struck and killed a pedestrian;

AND WHEREAS the City was charged with offences under the Act as the constructor and the employer;

AND WHEREAS after being acquitted at trial and on appeal, the Ontario Court of Appeal, in a decision issued on April 23, 2021, found the City to be liable for contraventions of the Construction Regulations as an employer as it employed quality control inspectors to monitor the quality of work on the project from time-to-time;

AND WHEREAS the Supreme Court of Canada, in a decision issued on November 10, 2023, was evenly divided 4-4 on the issue resulting in dismissal of the City’s appeal;

AND WHEREAS the consequence of this decision is that municipalities in Ontario, as well as all other owners of property in the province, who wish to undertake construction, are subject to being charged and convicted as an employer for offences in relation to project sites for which they have no control and have, in accordance with the Act, contracted with an entity to assume plenary oversight and authority over the work on such site as the constructor; AND WHEREAS the potential of an owner being charged as an employer as that term is defined in the Act in circumstances where it has engaged a constructor disregards and renders meaningless the owner-constructor provisions contained in the Act and presents an unacceptable level of increased risk and confusion for owners and contractors throughout the province;

PO BOX 5000 STN A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP 5000 SUCC A
200, RUE BRADY
SUDBURY ON P3A 5P3

705.671.2489

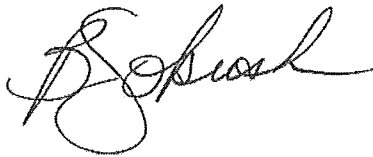
www.greatersudbury.ca
www.grandsudbury.ca

AND WHEREAS the City believes that the safety of workers is paramount however the safety of workers on construction projects in Ontario is not increased by placing liability on parties that do not have control of and are not responsible for the conduct of the work on such sites;

NOW THEREFORE BE IT RESOLVED THAT the Council for the City of Greater Sudbury requests that the province amend the Occupational Health and Safety Act to clarify the definition of "employer" to exclude owners that have contracted with a constructor for a project;

AND BE IT FURTHER RESOLVED THAT this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development, the Honourable Paul Calandra, Minister of Municipal Affairs and Housing, France Gelin, MPP for Nickel Belt, Jamie West, MPP for Sudbury, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, Ontario's Big City Mayors, Mayors and Regional Chairs of Ontario, Northern Ontario Large Urban Mayors, the Council of Ontario Construction Associations, the Ontario Chamber of Commerce and all Ontario municipalities.

Yours truly,



Brigitte Sobush
Manager of Clerk's Services/Deputy City Clerk

- c. Members of City Council
Eric Labelle, City Solicitor and Clerk



COUNCIL RESOLUTION # _____-24

Date: February 1, 2024

MOVED BY:

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

SECONDED BY:

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney authorizes the closure of the section of Patton Road from the intersection of Park Road to King William Street for the duration of the Dog Sled Races 2023 community festival;
AND FURTHER access shall remain open for Public Works operations during this weekend event.

CARRIED _____

DEFEATED _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



COUNCIL RESOLUTION # _____-24

Date: February 1, 2024

MOVED BY:

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

SECONDED BY:

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

WHEREAS the closure of the section of Patton Road from the intersection of Park Road to King William Street for the duration of the Dog Sled Races 2024, will result in no public access to the King William Transfer Station; and

WHEREAS the Kallio Road Transfer Station will be accessible for the duration of the weekend and would provide a viable solution for residents to dispose of their waste;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney directs that the King William Transfer Station be closed on February 10th 2024 and February 11th 2024, and that the Kallio Transfer Station be open 9:00a.m – 5:00p.m on February 10th 2024 and February 11th 2024 during the 2024 Kearney Dog Sled Races

CARRIED _____

DEFEATED _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



SAND LAKE BOAT LAUNCH IMPROVEMENTS

Town of Kearney

Quotation Document

223527-3

Quotation Closing

January 24, 2024
2:00 PM

LATE QUOTATIONS WILL NOT BE ACCEPTED

File:

223527-3

Date:

**January
10, 2024**

Prepared by:

Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0H3
T 705-645-7756
tathameng.com

Prepared for:

Town of Kearney
8 Main Street
Kearney, Ontario P0A 1M0

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Appendices

Appendix A: Ontario Provincial Standards General Conditions of Contract (November 2019)

Appendix B: MNRF Permit and DFO Letter of Advice

Drawings

PP-1 - Plan and Profile

DE-1 - Typical Sections, Details and Notes

1 General Information

1.1 LOCATION OF WORK

The location of the work is as follows:

- Sand Lake Boat Launch located at the end of Boat Launch Road in the Town of Kearney

1.2 SCOPE OF WORK

The general scope of work is as follows:

- Boat Launch Improvements
- Restorations

1.3 LIST OF DRAWINGS

The Work specified in this contract will be performed in strict accordance with the following Drawings.

Drawing		Rev	Prepared by
PP-1	Plan and Profile	2	Tatham Engineering Limited
DE-1	Typical Sections, Details and Notes	2	Tatham Engineering Limited

1.4 OFFICE OF THE CONSULTING ENGINEER & PROJECT MANAGER

The office of the Consulting Engineer and corresponding Project Manager are as follows:

Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0H3

Brandon McKenzie
705-645-7756 ext 2058
bmckenzie@tathameng.com

1.5 QUOTATIONS SUBMISSION

Quotations WILL be accepted via email in a single PDF file sent to the Project Manager.

Emails must bear the quotation number and name of the bidder in the subject line of the email. The Owner and the Consulting Engineer accept no responsibility whatsoever for any quotations submitted by the bidder via email that may be sent prior to the Closing Time but are not received until after the Closing Time per the time stamp on the received email, are blocked by security systems or for any other reason whatsoever are not received.

The lowest or any Quotation will not necessarily be accepted.

1.6 QUOTATION CLOSING

Quotations will be received via email up to the Closing Date and Time noted below. Each Quotation will be marked with the time and date it is received.

January 24, 2021

2:00 PM

The Bidder is responsible to confirm receipt of the Quotation package prior to the closing of Quotation. Quotation received after the Official Closing Date and Time, regardless of manner of delivery, shall not be considered. The manner of delivery of any Quotation shall be at the risk of the Bidder.

2 Conditions of Quotation

2.1 OPS GENERAL CONDITIONS OF CONTRACT

OPS General Conditions of Contract (Metric OPSS.MUNI 100, November 2019) shall apply.

2.2 PERMITS & APPROVALS

All necessary permits and approvals required for this Contract have been obtained by the Owner.

2.3 BONDS

At the sole discretion of the Owner, the Successful Bidder will be required to furnish Bonds for 'Performance' and 'Labour & Materials' each equal to 100% of the quotation Price, including the Contingency Allowance and HST, with a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario. The bidder shall include with their quotation an original, completed Agreement to Bond in the form provided (refer to Section 7) executed under seal by the Surety Company from which the Successful Bidder proposes to obtain the required bonds.

2.4 DURATION OF QUOTATION

This Quotation is to continue open to acceptance until the Contract is executed or for a period of 60 days commencing from the Closing Date and Time of Quotations, whichever event first occurs and that the Owner may, at any time within that period, accept this Quotation whether any other Quotation has been previously accepted or not.

2.5 WARRANTY

The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of 12 months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of 12 months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may be specified for certain materials or Work, remain in such condition as will meet the approval of the Contract Administrator, and that the Contractor will upon being required by the Contract Administrator, make good in permanent manner, satisfactory to the Contract Administrator, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Contract Administrator is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Contract Administrator, the Contract Administrator may, after giving the Contractor 24 hours written notice perform the necessary work, and the cost

thereof may be deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Contract Administrator notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

2.6 INSURANCE

The Successful Bidder shall be required to provide a certified copy of an insurance policy covering the types of insurance required under the OPS General Conditions of Contract November 2019. As a minimum the Contractor shall provide general liability insurance per GC 6.03.02 and automobile liability insurance per GC 6.03.03.

The minimum amount shall be \$5,000,000 exclusive of interest and cost.

Where aircraft are used the Contractor shall supply aircraft liability insurance per GC 6.03.04.01. Where watercraft are used the Contractor shall supply watercraft insurance per GC 6.03.04.02. Where buildings are erected the Contractor shall supply all risks property insurance per GC 6.03.05.01. Where pressure vessels are installed the Contractor shall supply boiler insurance per GC 6.03.05.02.

General liability insurance shall list as additional insured to the Contractor, the Owner, Tatham Engineering Limited, the Owner's Geotechnical Consultant, the Owner's agents, the Contract Administrator, the Municipality and their agents in the same manner and to the same extent as if a separate policy had been issued for each.

In addition to the above requirements, if blasting operations are used in the Contract, the Contractor shall take out and keep in force an insurance policy providing coverage for blasting operations to the same limits as set out in the OPS General Conditions of Contract including coverage, as indicated above.

2.7 START WORK DATE

No work shall begin until the Contract Administrator has issued a Start Work Order. The Work will commence within 5 days of the issuance of a Start Work Order. It is expected that the Start Work Order will be issued by the date noted below:

March 1, 2024

2.8 SUBSTANTIAL PERFORMANCE DATE

The Contract shall be Substantially Performed within the noted period following the Start Work Order or by the date noted below:

April 15, 2024

2.9 COMPLETION DATE

The Contract shall be Completed within the noted period following the Start Work Order or by the date noted below:

May 1, 2024

2.10 LIQUIDATED DAMAGES

Section GC8.02.09 of the OPS General Conditions, Liquidated Damages, is amended by deleting paragraph .01 and replacing it with the following:

- .01 a) It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the Completion Date, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$500 for liquidated damages for each and every working day delay in finishing the work in excess of the dates of completion prescribed. It is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion dates stipulated. In addition to the above amount per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates stipulated.
- b) The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

2.11 CONSTRUCTION ACT

In any instances where a part of the Contract document is not in agreement with the Construction Act, the Construction Act shall govern.

2.12 MEASUREMENT FOR PAYMENT

Measurement for payment will be as specified on the Schedule of Items and Prices.

2.13 PURCHASE ORDER OR AGREEMENT

The selected Contractor will be issued a Purchase Order by the Owner.

2.14 FORCE MAJEURE EVENT

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include:

- natural disasters;
- acts of war;
- pandemics;
- acts of God;
- strikes;
- labour disputes;
- severe weather disruption;
- riots;
- insurrection and terrorism; or
- other declared emergencies.

If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. The party declaring a force majeure event shall put forward reasonable efforts to render performance in a timely manner. If the anticipated or actual delay or non-performance exceeds thirty (30) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

3 Schedule of Items & Prices

The Contractor hereby states that the following unit prices shall constitute full compensation for the works specified

Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Amount
SECTION 1		CONSTRUCTION WORK				
1	SP1,2	Mobilization and Demobilization	-	L.S.	-	
2	SP3	Environmental Protections and Navigation Protection Measures	-	L.S.	-	
3	SP1	Bonding	-	L.S.	-	
4	SP4	Dredging	10	m3		
5	SP5	Remove and Relocate Existing Concrete Cable Mat	58	m2		
6	SP6	Remove and Salvage Existing Precast Dock Blocks	34	ea.		
7	SP7	150 mm Diameter Rip Rap Fill	430	t		
8	SP8	19 mm Diameter Clear Stone Infill on Concrete Cable Mat	12	t		
9	SP9	50 mm Diameter Clear Stone on Filter Fabric	125	t		
10	SP10	Granular "A"	25	t		
11	SP11	Precast Concrete Boat Launch Slabs	24	ea.		
TOTAL - SECTION 1						
SECTION 2		PROVISIONAL ITEMS				
12	SP12	150 mm dia. Rip Rap Fill - Rock Groyne Core (PROVISIONAL)	175	t		
12	SP13	Root Fan Fish Habitat (PROVISIONAL)	6	ea.		
13	SP14	Foot Log Fish Habitat (PROVISIONAL)	6	ea.		
14	SP14	Rock Groyne Rounded Boulders (500 to 900 mm Diameter) (PROVISIONAL)	320	t		
15	SP15	Rock Groyne Rounded Rock Cobble (100 mm to 200 mm Diameter) (PROVISIONAL)	60	t		
TOTAL - SECTION 2						
TOTAL PRICE (SECTION 1 + SECTION 2)						

4 Quoted Price

To: Town of Kearney
8 Main Street
Kearney, Ontario P0A 1M0

c/o: Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0H3

Att: Brandon McKenzie

The undersigned has carefully examined the Quotation Document and all associated materials, and acknowledges the same to be part of the Contract.

The undersigned hereby proposes to furnish all plant, labour, and materials including in every case, freight, duty, exchange and sales tax in effect (excluding HST), except as otherwise specified and to complete the Work in strict accordance with the requirements of the Contract at the unit prices named in the Schedule of Items and Prices for the sum of:

in
words

in
numbers \$

This Quote is submitted by:

Company Name: _____

Address: _____

Telephone: _____

Email: _____

HST Registration: _____

Name & Title: _____

Signature of Bidder: _____

Date: _____

Company Seal:

5 Agreement

This Agreement made in triplicate on _____ by and between:

Contractor: _____

and

Owner: _____

WITNESSETH

That, the Contractor for and in consideration of the payment specified in their Tender for this Work, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Work in strict accordance with the Contract Document, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Contractor further agrees that he will deliver the whole of the Work completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Owner agrees to pay to the Contractor for all Work done, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Document.

THIS AGREEMENT SHALL enure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

IN WITNESS WHEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written.

Signed & Sealed by the Contractor

Signature _____
I have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Signed & Sealed by the Owner

Signature _____ I/we have the ability to bind the corporation _____ I/we have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Date of Tender Submission

Total Tender Price

Contractor's HST No.

6 Special Provisions

SP1 GENERAL WORK

The Contractor shall perform all the general work covered by the following specifications. These specifications are based on Ontario Provincial Standards Specifications (OPSS) and Ontario Provisional Standards Specifications Municipal (OPSS.MUNI). The Ontario Provincial Standards, Standard Specifications, Special Specifications and the following Special Provisions shall apply to this Contract. Where OPSS Specification numbers are referenced OPSS.MUNI shall take precedence.

SP1.1 Schedule of Work

Upon being awarded the Contract, the Contractor shall forthwith supply to the Contract Administrator for their approval a copy of their detailed planned schedule of work, showing clearly that the work will be completed within the stipulated time. No work shall commence on the Contract until the Contract Administrator has approved the schedule of work.

When the proposed or updated schedule is deemed unacceptable by the Contract Administrator, the Contractor shall make requested corrections; resubmit within three (3) working days.

The schedule of work shall indicate proposed progress in 1-week periods for at least the following work as applicable:

- mobilization;
- environmental protection and navigation hazard warning installation;
- removals;
- dredging;
- placement of rip rap fill;
- launch ramps;
- rock groynes and fish habitat;
- Granular A;
- fine grading;
- miscellaneous work.

Schedules shall also identify:

- critical path network;

- shop drawing submittals and applicable review time;
- additional and/or extra work (as applicable);
- items that have an extended manufacturing and/or delivery time (ie, lead time for equipment, deliveries, materials, etc.) and when final acceptance is required by the Contract Administrator to maintain the applicable schedule;
- construction constraints; and
- contract milestone and completion dates.

If the Contractor fails to complete the work (or a particular component of the work) in accordance with the approved schedule and this failure is anticipated to extend the duration of construction and/or jeopardise the milestone completion dates (ie, Substantial Performance and/or Completion), the Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct non-performance and return to acceptable current progress schedule. Actions by the Contractor to complete the work within specified Contract Times (or milestones completion dates) will not be justification for adjustment to Contract Price or Contract Times.

Owner may order Contractor to increase plant, equipment, labour force, or working hours if the Contractor fails to:

- Complete a milestone activity by its completion date;
- Achieve Substantial Performance and/or Completion within the stipulated dates or Contract Times; or
- Satisfactorily execute work as necessary to prevent delay to overall completion of project.

If required, the additional effort shall be completed at no additional cost to Owner or Contract.

SP1.2 Performance Bond & Labour and Materials Payment Bond

The Contractor shall provide bonds in accordance with the Instructions to Bidders.

SP1.3 General Liability & Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Instructions to Bidders. Proof of this insurance must be provided to the Contract Administrator, prior to commencing the work and as otherwise requested.

SP1.4 Shop Drawing Review

The Contractor shall not mobilize any equipment or materials to the site until all required shop drawings have been submitted and accepted by the Contract Administrator, unless otherwise approved by the Contract Administrator. Shop drawings marked "Revise and Re-Submit" by the Contract Administrator are not accepted.

SP1.5 Product Warranty Transfer

Where manufacturers warranty extends beyond the terms of the Contract, the Contractor shall ensure all applicable manufacturer warranties for materials and products supplied are transferred into the name of the Owner. Contractor to provide proof, including documentation from the applicable manufacturers.

SP1.6 Permits & Fees

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees unless otherwise stipulated in the Contract package.

SP1.7 Survey Monuments

The Contractor shall, within reason, protect and maintain all survey monuments, control points or benchmarks within or adjacent to the limits of the project. If survey monuments, control points or benchmarks are disturbed, removed or buried due to negligence, the Contractor shall be responsible for the replacement. Any survey monuments which require replacement shall be replaced by a qualified Ontario Land Surveyor, as designated by the Owner.

If, in the opinion of the Contract Administrator, survey monuments, control points and/or benchmarks must be removed in order to construct the works, then the Contractor will not be held responsible for the replacement cost.

SP1.8 Freezing Conditions

No additional payment will be made to adjust the construction methodology or supply of material as required to complete the work in accordance with the applicable specifications during freezing and/or cold weather conditions.

Concrete placed in cold weather shall be completed in accordance with OPSS.MUNI 904.

There also will be no additional payment for the removal of snow within the limits of the project, as required to complete the work and provide access to all properties.

SP1.9 Materials Supplied by the Contractor

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Contract Administrator not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner.

All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from any site unless specifically approved and tested by the Contract Administrator.

SP1.10 Testing of Material

The Contractor shall assist the Contract Administrators representative in acquiring granular samples from the source site, or as otherwise requested. The Contractor shall submit the mix designs of concrete and asphalt in accordance with the applicable special provision for approval by the Contract Administrator.

No material shall be placed until approved.

Routine tests on materials will be carried out by the Contract Administrator at no cost to the Contractor. When routine tests indicate materials do not meet specification the Contract Administrator will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the specifications. Such evidence must be provided by the Contractor in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Contract Administrator. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

SP1.11 Layout Work

The Contract Administrator shall provide the benchmark elevations and horizontal alignment for the Contractor.

The Contractor shall be responsible for the detailed layout of the work in accordance with the Contract Drawings.

The Contract Administrator shall be notified 48 hours in advance of any layout work carried out and shall be given the opportunity to check layout work if they so desire. Checking of layout or failure to do so on the part of the Contract Administrator in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP1.12 Assistance with Third-Party Review

The Contractor shall aid and/or assist the Contract Administrator and/or Municipality in their review of the work and/or the collection of as-built information, in accordance with the items detailed below:

- The collection of pipe inverts or obverts, road, boulevard or driveway grades (subgrade, subbase, asphalt, etc.), string line and/or form work grades in support of concrete works, structure grades, finish grade elevations, swing tie information, compaction results, material samples, etc.
- The review of all layout, including infrastructure, structures, curb depression locations, catch basin alignment (versus proposed gutter line), etc.
- The Contractor shall layout and install survey stakes within the project limits. As a minimum, this shall include layout stakes at 20 m intervals (matching the stations indicated on the drawings) and at key stations (high points, low points, vertical/horizontal bends, etc.). Stakes to be installed (and reinstalled as required) to facilitate the review of layout and accuracy of installation, especially during road, curb and sidewalk construction.
- The Contractor shall also schedule their work in a manner that provides the Contract Administrator and/or Municipality with sufficient time to review layout and/or confirm the accuracy of their work.

SP1.13 Temporary Water & Power

The Contractor shall make arrangements for the supply of temporary water and power for construction purposes. The Contractor shall coordinate with the local hydro authority following the issuance of the Start Work Order for the supply of temporary hydro, if required.

SP1.14 Disposal of Materials

The Contractor shall dispose of all waste and/or surplus materials in a disposal area selected by the Contractor in accordance with the Ontario Ministry of the Environment, Conservation and Park (MECP), Ontario Regulation (O.Reg.) 406/19 "On-Site and Excess Soil Management" and the OPSS.MUNI 180, including the requirements for property owner release. The disposal area shall be located off the Municipal right-of-way. The Contractor shall be responsible for all work and costs involved in disposing the waste and or surplus material including trucking, access roads, levelling, and all haulage and/or tipping fees applicable.

SP1.15 Fencing & Barricades

Snow fence or temporary concrete barriers shall be erected in areas where there exists, in the opinion of the Contract Administrator, a danger to pedestrian or vehicular traffic as per the Occupational Health and Safety Act (OHSA). Where specifically approved by the Municipality and Contract Administrator, open cut areas that are not backfilled prior to the evening, weekend and/or holidays shall have temporary concrete barriers as well as amber flashing lights installed prior to finishing work and leaving the site for the day. No separate payment will be made for fencing or barriers but shall be part of the general work of the Contract.

If the Contractor refuses to comply with the request from the Contract Administrator to install the snow fence or barricades as requested, the Owner reserves the right to install the fence or barriers while applying the costs against the Contractors next payment.

SP1.16 As-Built Drawings

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

- Provide red line revisions showing the as-built information on a set of “Issued for Construction” drawings.
- Swing ties and/or topographic surveyed coordinates shall be at least two measurements from other surface elements (ie, hydrants, structures, utility poles, property bars, etc.).
- The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Contract Administrator at any time. The drawings and information shall be reviewed with every progress claim.
- Drawings shall be signed by the author and shall be provided in both hard copy and digital format, as required to provide the required information.

SP1.17 Safe Working Practices & Contingency Planning During a Pandemic

The Contractor shall perform the work in accordance with the items detailed below:

Scope of Work

Upon award of the Contract and prior to any work being undertaken, the Contractor shall provide the Contract Administrator with a detailed policy outlining the safe working practices to decrease potential hazards of exposure and/or contamination during a pandemic. The policy may include but is not limited to the following information.

- Responsibility of the Project Manager, Site Supervisors, Foreman, Operators and Labourers.
- Responsibility of all employees to be aware of all federal/provincial/municipal health authorities' policies, procedures and orders, as well as any relevant changes to the Occupational Health and Safety Act.
- Requirements for the use of applicable personal protective equipment, including a summary of the supplies and equipment that will be made available.
- Revisions to working protocol, as required to adhere with current federal or provincial guidelines, including, but not limited to separation requirements, disinfection of equipment, trailers, service vehicles, etc.
- Protocol for dealing with the public in the event it is required, such as the need for access to a home to confirm service locations.
- Changes to site or documentation protocol to protect the site in the event the site is shut down due to infection, government enforced shut down or other reasons associated with a pandemic.

The Contractor will be responsible to ensure the protocol, expectations and requirements are strictly followed by all staff and visitors to the site.

The Contractor shall also provide a detailed contingency plan outlining how they will manage the site in the event that members of their project team or construction staff become infected with a virus or need to quarantine for any reason and/or in the event of a government or municipal enforced shut down. The contingency plan shall outline replacement staff and measures to be taken in the field to ensure the site is maintained and monitored in a safe condition.

The detailed pandemic safe working practices policy and contingency plan will be reviewed by the Contract Administrator and the Client and the Contractor shall update these documents to address comments and concerns throughout construction as required.

SP1.18 Measurement & Payment

No measurement of quantities will be made for the general work. No direct payment will be made for any of this general work. The Contractor shall allow in the unit prices bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the contract.

Payments shall be made in accordance with the Construction Act.

SP2 MOBILIZATION AND DEMOBILIZATION

Work to include the following:

- All labour, equipment and material required to transport and remove equipment and materials to and from the site including surplus and unsuitable materials.
- The supply, installation, maintenance and removal of a site privy.
- The supply, installation, maintenance and removal of temporary power, lighting, water, utilities, etc., as necessary to suit the Contractor's operations.
- The supply, installation, maintenance and removal of all remaining temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Unit Prices.

No measurement for payment will be made for this item.

Payment at the Contract lump sum price shall be full compensation for all labour, equipment and material necessary to do the work. 50% shall be paid on first PC and 50% paid on completion PC.

SP3 ENVIROMENTAL AND NAVIGATION PROTECTION MEASURES

Work to be in accordance with OPSS.MUNI 182 and OPSS.MUNI 805 and OPSD 219.260 and include the following:

- The Contractor shall supply and install all environmental protection and mitigation measures including cofferdams, straw bale flow check dams, temporary rock flow check dams, silt/turbidity curtains and other items as required to prevent the transportation of silt, sediment, and other pollutants into the watercourse. Minimum measures required shall be as indicated in the contract documents and as directed by the Contract Administrator and the Ministry of Natural Resources and Forestry (MNRF) and Department of Fisheries and Oceans (DFO). The requirements of any permits or letters of advice (included in Appendix B) issued for this project shall form part of this contract and shall be strictly adhered to.
- Turbidity current shall be erected prior to any other work and removed following the completion of the work and to remaining in place until any/all suspended sediment within the turbidity curtain has settled,
- No work shall be carried out beyond the turbidity curtain unless approved by the Contract Administrator.

- Prior to moving any equipment on-site, the Contractor shall submit for review a Spill Contingency Plan and shall ensure that all required containment and clean-up materials remain on site at all times during the contract with appropriate instructions for use.
- Work within lake shall be kept to a minimum and shall be only as absolutely necessary to complete the works. All in-water work shall follow the requirements of work permits, authorizations or letters of advice from MNRF/DFO. In-water work shall be completed only on days when precipitation is not expected or forecasted or in a manner to minimize sediment transport downstream. All efforts must be made to contain all silt/sediment.
- Fish could potentially be encountered throughout the construction sequencing, therefore prior to installation of silt/turbidity curtains, any dewatering or diversion of flow, Owners biologist shall be consulted and if necessary will assist in with fish removal and relocations.
- At the key stages including but not limited to during any dewatering, excavation, fill, or in water work, all construction activities shall be monitored to ensure fish habitat protection measures are functioning properly, and water quality is maintained. Photographic documentation shall be collected prior to earthworks, during all stages of construction and of the final condition of the restored areas after completion.
- The disturbance of vegetation and cover shall be avoided as much as possible; the disturbance of soil cover shall be minimized, and disturbed areas shall be vegetated or otherwise protected from erosion as soon as possible.
- Excavated materials shall be located away from the lake and protected from erosion.
- Upon completion of the project, any temporary fill, refuse, etc. must be removed from the construction area and deposited in an approved disposal area away from the site.
- All exposed areas shall be reinstated and/or revegetated immediately after construction is completed.
- With in-water work, all efforts must be utilized to contain silt.
- A designated refuelling area for construction machinery must be established away from any watercourse or lake.
- All efforts must be made to contain silt and mud from being washed into the lake during construction. A turbidity curtain in accordance with OPSD 219.260 is to be installed as shown on the Contract Drawings prior to construction commencing and removed upon completion of the project.

- The Contractor shall note that the Contract Administrator will be completing regular inspections of all environmental protection measures including silt fence and other sediment control measures. Where deficiencies are noted, they will be brought to the Contractor's attention and the Contractor will be provided 24 hours to complete all required repairs. If the required repairs are not complete within this time frame, the Owner may choose to hire a third-party contractor to correct the deficiencies and back charge the Contractor all costs incurred.
- All environmental protection measures including erosion and sediment control and temporary works (e.g. silt fences, straw bale flow check dams, rock flow check dams and temporary cofferdams, culverts, etc.) shall be removed prior to completion of the contract; however, erosion and sediment control measures shall only be removed upon complete establishment of revegetative and other permanent erosion control measures.
- The supply and installation of all navigational protection measures/beacons shall be completed in conjunction with the installation of turbidity curtains and maintained in an operational state throughout the construction period.

There will be no measurement for payment.

Payment for this item at the lump sum price shall be full compensation for all labour, material and equipment necessary to complete the work. Sediment removal as required is deemed to be included in the work and as such no direct measurement or payment will be made for sediment removal. For progress payments, 60% of the lump sum price will be paid upon completion of initial supply and installation of all environmental and navigational protection measures. The remaining 40% will be paid at the end of the construction period upon removal of the environmental protection measures.

SP4 DREDGING

The scope of work shall include:

- Dredge, shape and bucket compact all areas noted on the Contract drawings to the lines and grades shown. Immediately dispose of dredged material off site or temporarily stockpile within a silt fence enclosed area for later disposal. Contractor is responsible for ensuring no sediment transport from the stockpile area. Multiple rows of silt fence or similar may be required. No payment for silt fence to protect temporary stockpile locations will be made.
- Dispose all excavated material off site the same day it is excavated. Overnight stockpiling of excavated material on site is not permitted.
- Water required for compaction and/or dust control.

- Calculate the volume of material excavated, in a form acceptable to the Contract Administrator, for review and acceptance.

Work to be in accordance with OPSS.MUNI 206 and OPSS.MUNI 180.

No additional payment will be made for the supply of water required for compaction and/or dust control.

Measurement for payment shall be actual quantity of excavation and the unit for measurement is cubic meters.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP5 REMOVE AND RELOCATE EXISTING CONCRETE CABLE MAT

The scope of work shall include:

- Remove and relocate the existing concrete cable mat as shown on the Contract Drawings and in accordance with the supplier's/manufacture's recommendations.
- Existing hardware that connects the concrete cable mat together shall be reused if possible.
- If new hardware is necessary, stainless steel hardware shall be used.

Any damages, as a result of the contractor's activities, to the concrete cable mat shall be repaired or the damaged section replaced at no cost to the contract.

Measurement for payment shall be actual quantity measurement. The unit of measurement is square meters.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP6 REMOVE AND SALVAGE EXISTING PRECAST DOCK BLOCKS

The scope of work shall include:

- Remove and relocate the existing precast concrete blocks to the Town's Public Works Yard located at 149 King William Street, Kearney, Ontario.

Measurement for payment shall be actual quantity and the unit of measurement is each.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

SP7 150 MM DIAMETER RIP RAP FILL

The scope of work shall include:

- Supply and install rip-rap (150 mm diameter) on Terra Fix 360 R filter fabric or approved equivalent.
- Overlap of filter fabric shall be minimum 500mm and shall be pinned together, all vertical and horizontal surfaces shall be covered prior to placing rip-rap stone.

Work in accordance with OPSS.MUNI 511.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

SP8 19 MM DIAMETER CLEAR STONE INFILL ON CONCRETE CABLE MAT

The scope of work shall include:

- Supply and placement of 19 mm dia. clear stone infill in gaps between cable mat blocks.
- Any damages, as a result of the contractor's activities, to the concrete cable mat shall be repaired or the damaged section replaced at no cost to the contract.

Work to be in accordance with OPSS.MUNI 314 and OPSS.MUNI 1010.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP9 50 MM DIAMETER CLEAR STONE ON FILTER FABRIC

The scope of work shall include the following:

- Supply, place and compact clear stone bedding under concrete cable mat and precast concrete launch ramps over Terra Fix 360R filter cloth, or approved equivalent geotextile, to a depth as shown on the Contract Drawings or as directed by the Contract Administrator.
- Supply, place and compact clear stone to level the rip rap fill platform over Terra Fix 360R filter cloth, or approved equivalent geotextile, to a depth as shown on the Contract Drawings or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 314 and OPSS.MUNI 1004.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP10 GRANULAR "A"

The scope of work shall include:

- Supply, place and fine grade the specified depth of Granular A and compact to 100% of material's Standard Proctor Maximum Dry Density (SPMDD) as shown on the Contract drawings and/or as directed by the Contract Administrator. Granular A shall be crushed from quarried granite bedrock only.

Work to be in accordance with OPSS.MUNI 314 and OPSS.MUNI 1010.

The Contractor shall identify source of granular material for sampling by the Owner's Geotechnical Consultant a minimum of two weeks days prior to placement. The Contractor must arrange a representative and suitable equipment (i.e. loader) to be onsite during sampling (whether samples are taken from the source, or onsite) by the Geotechnical Consultant. If material fails gradation, at the Contract Administrators discretion, the Contractor may be responsible for the cost of all further testing by the Geotechnical Consultant.

Stockpile locations, if required, shall be proposed by the Contractor for review and approval by the Contract Administrator.

Granular A that becomes contaminated due to Contractor's activity shall be removed and replaced at no extra cost to the Contract.

Granular A that is frozen (at or below 0°C) shall not be placed in any location where Granular A is specified.

Granular A material that is stockpiled on site is to be removed from the site prior to contract completion or as directed by the Contract Administrator.

No additional payment will be made for the supply of water required for compaction and/or dust control.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP11 PRECAST CONCRETE BOAT LAUNCH SLABS

The scope of work shall include:

- Supply and installation of precast concrete slabs as shown on the Contract Drawings
- Supply and installation of all fasteners to connect slabs together. Fasteners shall be stainless steel.
- Supply and installation of 200 mm x 200 mm Douglas Fir timber sleepers.
- Supply, place and compact 50mm dia. clear stone bedding over Terra Fix 360R filter cloth, or approved equivalent, as shown on the Contract Drawings or as directed by the Contract Administrator. Clear stone bedding shall be paid under Item 9.

Measurement for payment shall be actual quantity measurement. The unit of measurement is each.

Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

SP12 150 MM DIAMETER RIP RAP FILL FOR ROCK GROUYNE CORE (PROVISIONAL)

The scope of work shall include:

- Supply and install rip-rap fill (150 mm diameter) on Terra Fix 360 R filter fabric or approved equivalent on Terra Fix 360 R filter fabric or approved equivalent.
- Overlap of filter fabric shall be minimum 500mm and shall be pinned together, all vertical and horizontal surfaces shall be covered prior to placing rip-rap stone.

Work in accordance with OPSS.MUNI 511.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

SP13 ROOT FAN FISH HABITAT (PROVISIONAL)

The scope of work shall include:

- Supply and install 1 to 2 m diameter green hardwood rootfan.

Work in accordance with OPSS.MUNI 810 and OPSD 222.010

Measurement for payment shall be actual quantity and the unit of measurement is each.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

SP14 FOOT LOG FISH HABITAT (PROVISIONAL)

The scope of work shall include:

- Supply and install 250 to 450 mm diameter green hardwood footer log.

Work in accordance with OPSS.MUNI 810 and OPSD 222.010

Measurement for payment shall be actual quantity and the unit of measurement is each.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

SP15 ROCK GROYNE ROUNDED BOULDERS (500 MM TO 900 MM DIAMETER) (PROVISIONAL)

The scope of work shall include:

- Supply and place rounded boulders (500 mm to 900 mm diameter) as shown on the Contract Drawings.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

SP16 ROCK GROYNE ROUNDED COBBLE (100 MM TO 200 MM DIAMETER) (PROVISIONAL)

The scope of work shall include:

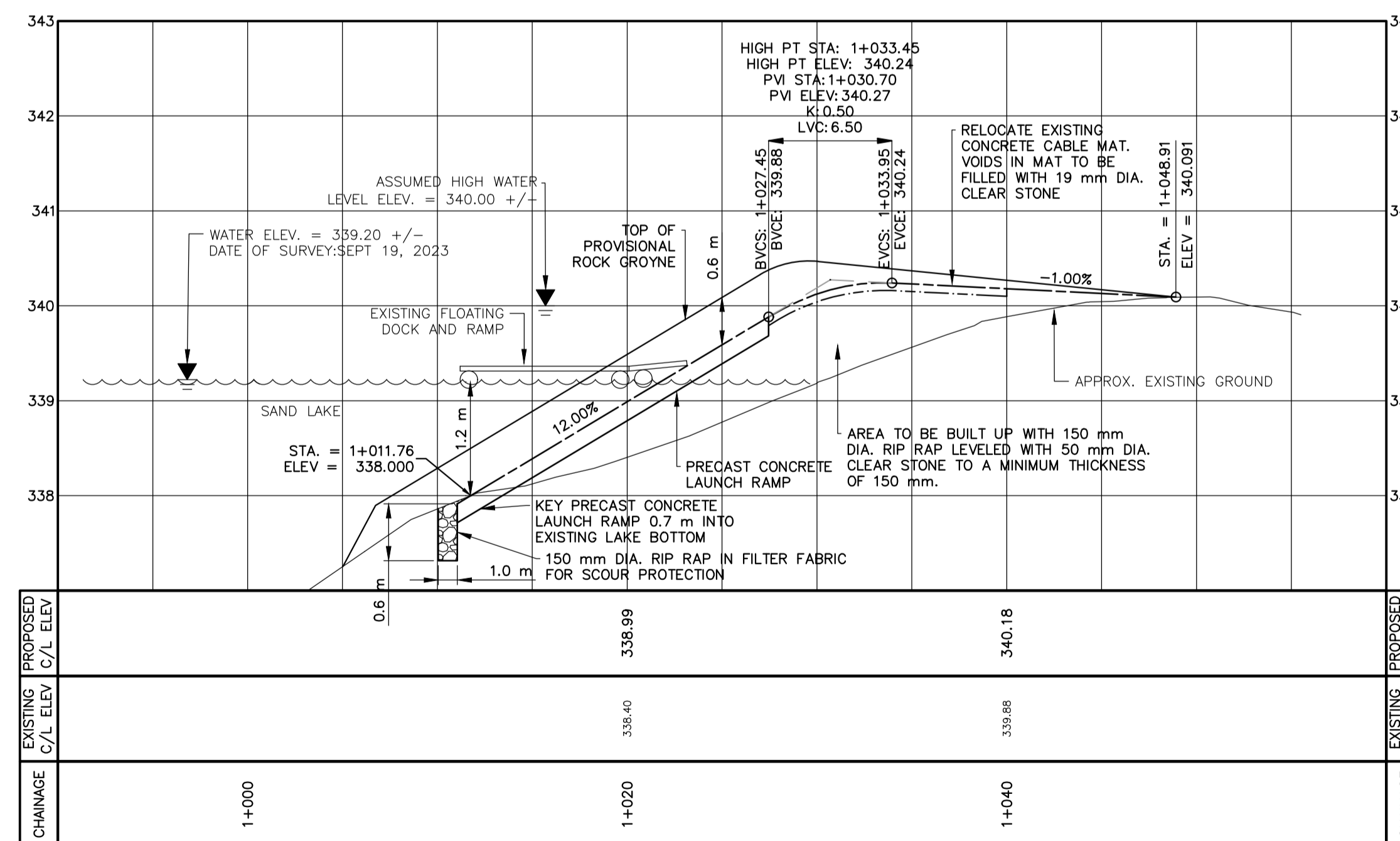
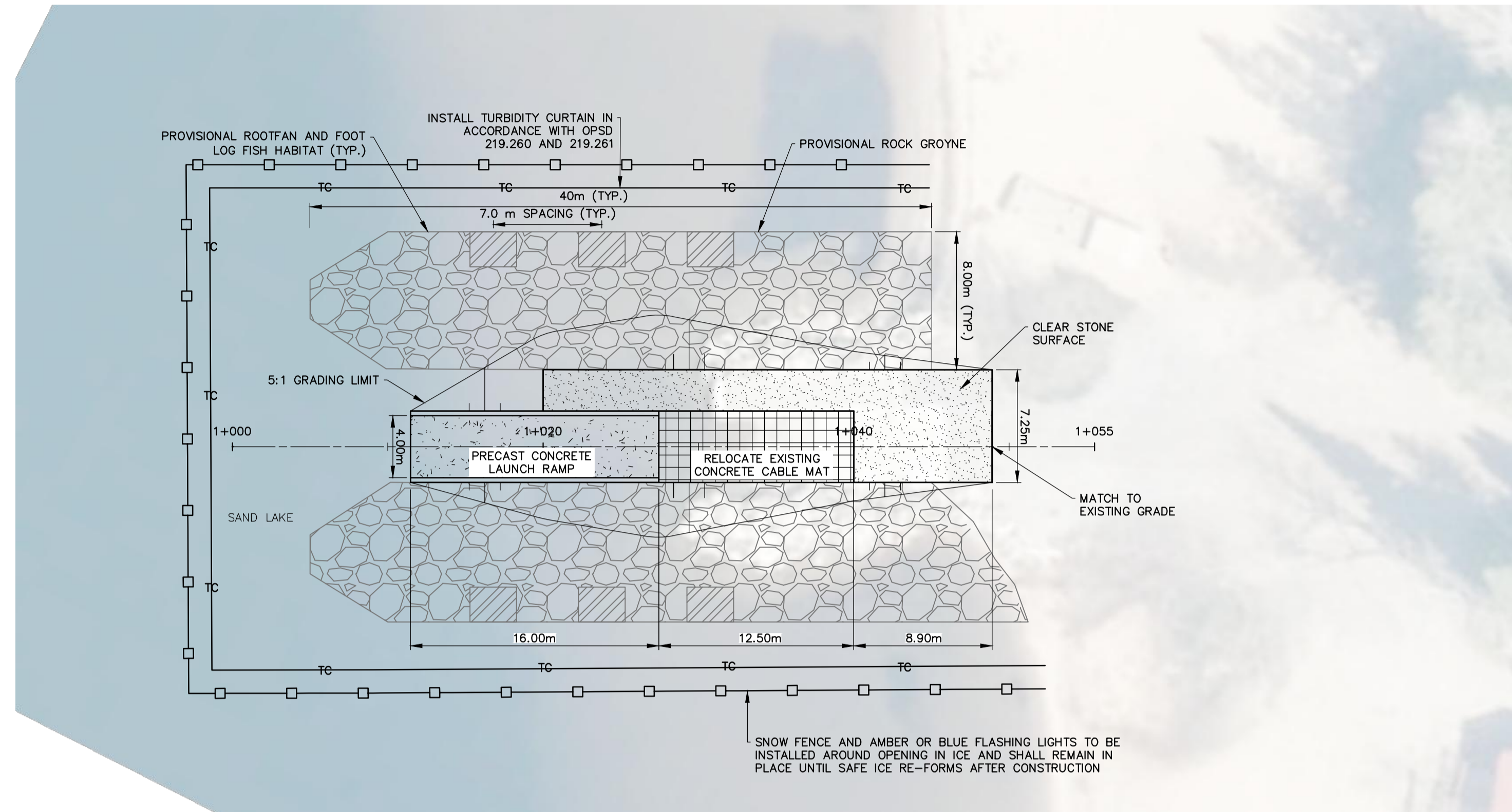
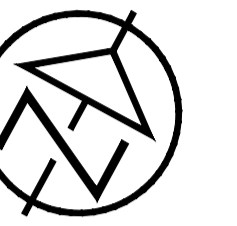
- Supply and place rounded cobble (100 mm to 200 mm diameter) as shown on the Contract Drawings.
- Rounded cobble shall be placed throughout the larger boulders.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes as supported by weigh scale receipts.

Payment at the unit price shall be full compensation for all labour, equipment and material to do the work.

**Appendix A:
Ontario Provincial Standards
General Conditions of Contract
(November 2019)**

Appendix B: MNRF Permit and DFO Letter of Advice



DISCLAIMER AND COPYRIGHT

CONTRACTOR MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME. ANY DISCREPANCIES MUST BE REPORTED TO THE ENGINEER BEFORE COMMENCING WORK. DRAWINGS ARE NOT TO BE SCALED.

TATHAM ENGINEERING LIMITED CLAIMS COPYRIGHT TO THIS DRAWING WHICH MAY NOT BE USED FOR ANY PURPOSE OTHER THAN THAT PROVIDED IN THE CONTRACT BETWEEN THE OWNER/CLIENT AND THE ENGINEER WITHOUT THE EXPRESS CONSENT OF TATHAM ENGINEERING LIMITED.

BENCHMARKS

NO BENCHMARKS ESTABLISHED.

NOTES

AERIAL IMAGERY FROM ONTARIO MINISTRY OF NATURAL RESOURCES AND FORESTRY.
NO TOPOGRAPHIC SURVEY WAS COMPLETED.

No.	REVISION DESCRIPTION	DATE	ENGINEER STAMP
1.	ISSUED FOR APPROVAL	NOV 2023	
2.	ISSUED FOR QUOTATION	JAN 2024	

**SAND LAKE BOAT LAUNCH
TOWN OF KEARNEY**

PLAN AND PROFILE



DESIGN: BM	FILE: 0223527-3	DWG:
DRAWN: QB	DATE: OCT 2023	PP-1
CHECK: RTM	SCALE: 1:250	

GENERAL — CONSTRUCTION

- ALL DIMENSIONS ARE IN METRES (M) OR MILLIMETRES (MM) UNLESS SPECIFIED OTHERWISE.
- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE TOWN OF KEARNEY (TOWN), ONTARIO PROVINCIAL STANDARD SPECIFICATIONS AND DRAWINGS (OPSS & OPSD). TOWN STANDARDS GOVERN IN CASE OF A CONFLICT.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL LAYOUT. THE CONTRACTOR SHALL PROTECT SURVEY MONUMENTS AND BENCHMARKS ENCOUNTERED DURING THE WORK. ALL SURVEY MONUMENTS AND BENCHMARKS DISTURBED DURING CONSTRUCTION BY THE CONTRACTOR SHALL BE REPLACED BY AN ONTARIO LAND SURVEYOR, AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS REQUIRED TO CONFIRM EXISTING GRADES AND REPORT ANY DISCREPANCIES TO THE CONTRACT ADMINISTRATOR BEFORE COMMENCING WORK.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS/EGRESS TO ALL PRIVATE AND PUBLIC PROPERTY AT ALL TIMES. ALL DRIVEWAYS DISTURBED DURING CONSTRUCTION SHALL BE REINSTATED TO EXISTING CONDITION OR BETTER IN A TIMELY MANNER.
- THE CONTRACTOR SHALL SUPPLY ALL NECESSARY WATER AS REQUIRED FOR COMPACTION AND/OR DUST CONTROL.
- DISTURBED AREAS TO BE REINSTATED TO ORIGINAL CONDITION OR BETTER.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT INFORMATION AND DRAWINGS. THE DRAWINGS AND INFORMATION SHALL INCLUDE THE FOLLOWING:
 - A CLEAN SET OF "APPROVED FOR CONSTRUCTION" DRAWINGS WITH RED LINE REVISIONS SHOWING THE AS-BUILT INFORMATION;
 - DRAWINGS SHALL BE SIGNED BY THE AUTHOR;
 - DRAWINGS MAY BE ACCOMPANIED BY DIGITAL RECORD;
- CONTRACTOR TO SUBMIT REQUIRED SHOP DRAWINGS TO CONTRACT ADMINISTRATOR FOR REVIEW PRIOR TO ORDERING MATERIAL.
- CONTRACTOR TO RECORD EXISTING GRADES SUFFICIENT TO REINSTATE ALL DITCHES, DRIVEWAYS, BOULEVARDS, ROADS, ETC. WHICH MAY BE DISTURBED DURING CONSTRUCTION OF THE WORKS. A COPY OF CONTRACTORS RECORDS TO BE PROVIDED TO THE CONTRACT ADMINISTRATOR PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL MAKE THEIR OWN ARRANGEMENTS FOR THE SUPPLY OF TEMPORARY WATER AND/OR POWER.
- ALL ENGINE DRIVEN PUMPS TO BE ADEQUATELY SILENCED, SUITABLE FOR OPERATION IN A RESIDENTIAL DISTRICT.

MATERIALS

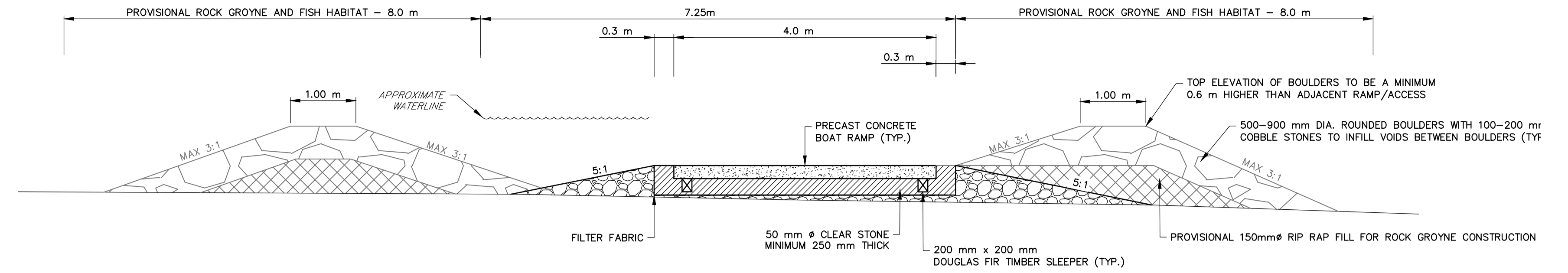
- FILTER FABRIC — TERRAFIX 360 R.
- PRECAST CONCRETE RAMP SLABS BY ORILLIA PRECAST OR APPROVED EQUIVALENT.

REINSTATEMENT

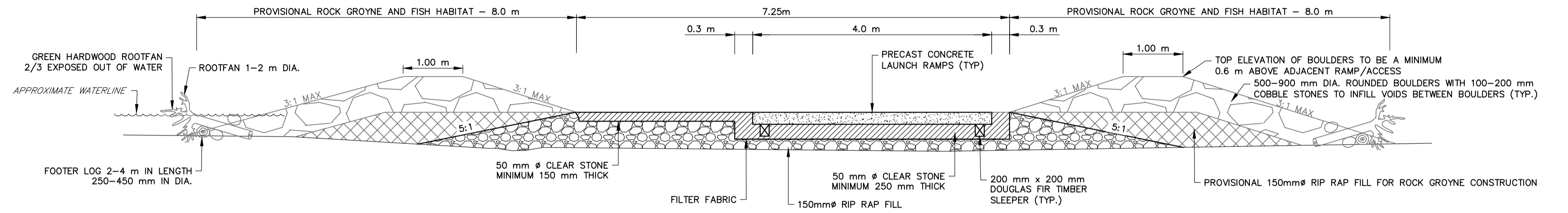
- DISTURBED AREAS TO BE REINSTATED TO ORIGINAL OR BETTER CONDITION AS DETERMINED BY THE ENGINEER.
- PARKING LOT, DRIVEWAY AND ROAD SUBGRADE TO BE COMPACTED TO A DRY DENSITY OF AT LEAST 98% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD) AND PROOF ROLLED PRIOR TO PLACING THE OVERLYING GRANULAR 'A'.
- LANDSCAPED AREAS COMPACTION TO 95% OF THE MATERIALS SPMDD.
- WHERE REQUIRED, RIP RAP OF THE SPECIFIED SIZE TO BE PLACED TO THE SPECIFIED DEPTH AS PER OPSS 511 AND OPSD 810.01 UNLESS OTHERWISE SPECIFIED.

UTILITIES

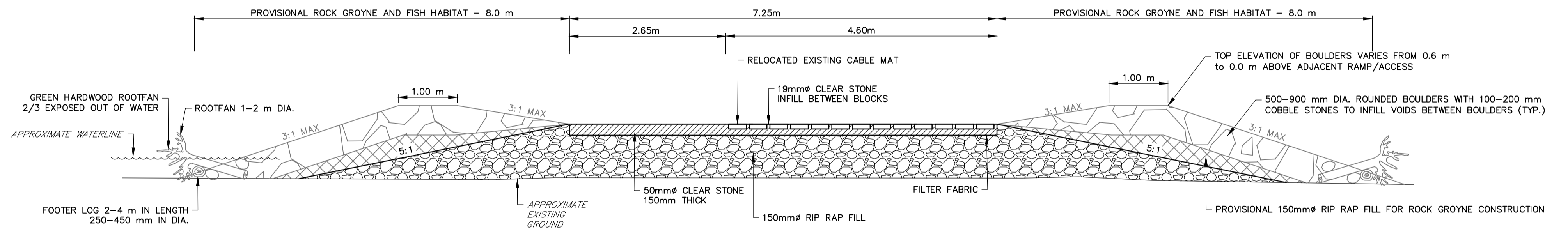
- LOCATIONS OF EXISTING UTILITIES SHALL BE ESTABLISHED BY THE CONTRACTOR PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING, SUPPORTING AND PROTECTING ALL UNDERGROUND AND OVERHEAD UTILITIES AND STRUCTURES EXISTING AT THE TIME OF CONSTRUCTION IN THE AREA OF THE CONTRACTORS WORK, WHETHER SHOWN ON THE PLANS OR NOT, AND FOR ALL REPAIRS AND CONSEQUENCES RESULTING FROM DAMAGE TO SAME.
- ANY AREA OF POSSIBLE CONFLICTS WITH EXISTING UTILITIES SHALL BE EXCAVATED BY HAND PRIOR TO CONSTRUCTION.
- BACKFILL TO BE CLEAN SELECT NATIVE MATERIAL AS APPROVED BY THE CONTRACT ADMINISTRATOR, OR IMPORTED SELECT SUBGRADE MATERIAL TO OPSS 1010. BLASTED ROCK IS NOT ACCEPTABLE AS BACKFILL FOR UTILITY TRENCHES.



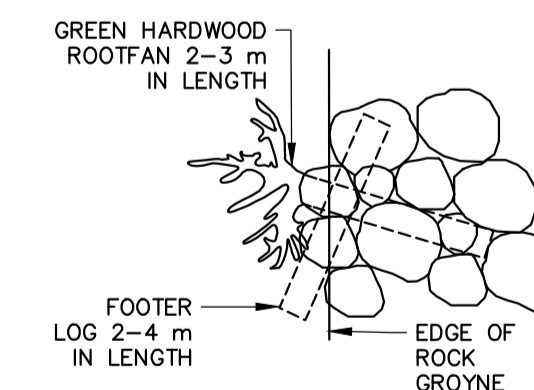
1 PRECAST BOAT LAUNCH
DE-1 SCALE 1:50



2 PRECAST BOAT LAUNCH
DE-1 SCALE 1:50



3 CONCRETE CABLE MAT
DE-1 SCALE 1:50



4 ROOTWAD FISH HABITAT PLAN DETAIL
DE-1 SCALE 1:50

<p>DISCLAIMER AND COPYRIGHT</p> <p>CONTRACTOR MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME. ANY DISCREPANCIES MUST BE REPORTED TO THE ENGINEER BEFORE COMMENCING WORK. DRAWINGS ARE NOT TO BE SCALED.</p> <p>TATHAM ENGINEERING LIMITED CLAIMS COPYRIGHT TO THIS DRAWING WHICH MAY NOT BE USED FOR ANY PURPOSE OTHER THAN THAT PROVIDED IN THE CONTRACT BETWEEN THE OWNER/CLIENT AND THE ENGINEER WITHOUT THE EXPRESS CONSENT OF TATHAM ENGINEERING LIMITED.</p>	<p>BENCHMARKS</p> <p>NO BENCHMARKS ESTABLISHED.</p>	<p>NOTES</p> <p>AERIAL IMAGERY FROM ONTARIO MINISTRY OF NATURAL RESOURCES AND FORESTRY.</p> <p>NO TOPOGRAPHIC SURVEY WAS COMPLETED.</p>	<p>No.</p> <p>1.</p>	<p>REVISION DESCRIPTION</p> <p>ISSUED FOR APPROVAL</p>	<p>DATE</p> <p>NOV 2023</p>	<p>ENGINEER STAMP</p>	<p>SAND LAKE BOAT LAUNCH TOWN OF KEARNEY</p>	<p>TATHAM ENGINEERING</p>	<p>DESIGN: BM</p>	<p>FILE: 0223527-3</p>	<p>DWG:</p>
			<p>2.</p>	<p>ISSUED FOR QUOTATION</p>	<p>JAN 2024</p>				<p>TYPICAL SECTIONS, DETAILS AND NOTES</p>	<p>DRAWN: QB</p>	<p>DATE: OCT 2023</p>
									<p>CHECK: RTM</p>	<p>SCALE: AS NOTED</p>	

ENGINEER'S ESTIMATE - SAND LAKE BOAT LAUNCH IMPROVEMENTS

ITEM No.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
SECTION 1					
1	Mobilization and Demobilization	-	L.S.	-	\$30,000.00
2	Environmental Protections	-	L.S.	-	\$20,000.00
3	Bonding	-	L.S.	-	\$10,000.00
4	Dredging to Key in Boat launch Ramp to Existing Lake Bottom	10	m ³	\$250.00	\$2,500.00
5	Remove and Relocate Concrete Cable Mat	58	m ²	\$200.00	\$11,600.00
6	Remove and Salvage Existing Precast Dock Blocks	34	ea.	\$500.00	\$17,000.00
7	150 mm dia. Rip Rap Fill	430	t	\$150.00	\$64,500.00
8	19 mm dia. Clear Stone Infill on Concrete Cable Mat	12	t	\$250.00	\$3,000.00
9	50 mm dia. Clear Stone over Filter Fabric	125	t	\$100.00	\$12,500.00
10	Granular A	25	t	\$100.00	\$2,500.00
11	Precast Concrete Boat Launch Slabs	24	ea.	\$3,000.00	\$72,000.00
Total Section 1					\$245,600.00
SECTION 2 - PROVISIONAL ITEMS					
12	150 mm dia. Rip Rap Fill - Rock Groyne Core (PROVISIONAL)	175	t	\$150.00	\$26,250.00
13	Root Fan - Fish Habitat (PROVISIONAL)	6	ea.	\$2,500.00	\$15,000.00
14	Foot Log - Fish Habitat (PROVISIONAL)	6	ea.	\$2,500.00	\$15,000.00
15	Rock Groyne Boulders (900 mm Dia. Average) (PROVISIONAL)	320	t	\$400.00	\$128,000.00
16	Rock Cobble (250 mm Dia. Average) (PROVISIONAL)	60	t	\$350.00	\$21,000.00
Total Section 2					\$205,250.00
Total - Section 1 and 2					\$450,850.00
Contingency Allowance (10%)					\$45,085.00
Total Price					\$495,935.00



8 Barron Drive
Bracebridge, Ontario P1L 0H3

T 705-646-7756
E info@tathameng.com
tathameng.com

File 223527-3

January 25, 2024

Paul Audette
Public Works Superintendent
Town of Kearney
8 Main Street, PO Box 38
Kearney, Ontario P0A 1M0
Paul.audette@townofkearney.ca

Re: Sand Lake Boat Launch Improvements, Town of Kearney
Report on Quotations – Quotation No. 2024-001

Dear Mr. Audette,

We are pleased to provide our report on the quotation received for the Sand Lake Boat Launch Improvements Quotation No. 2024-001 within the Town of Kearney.

CALL FOR QUOTES

A quotation was requested from Galcon Marine Ltd (Galcon) on January 9, 2024, via email as requested by the Town. The official closing time was 2:00 pm on January 24, 2024, providing a 16-day tender period.

QUOTATION PERIOD QUESTIONS AND ADDENDA

No questions were received during the quotation period.

QUOTATION OPENING

Galcon's quotation was received by Tatham via email at 10:06 am on January 24th and opened privately. A copy of the quotation is attached for your files.

ENGINEER'S ESTIMATE

The Engineer's Estimate for this project, which reflects average unit prices received on projects of comparable scope was \$495,935.00 (including \$205,250.00 for provisional items and a \$45,085.00 contingency allowance). Inflation was considered and factors to account for winter conditions were applied to reflect the current construction market and winter construction.



Authorized by the Association of Professional Engineers
of Ontario to offer professional engineering services.

Enhancing our communities

QUOTATION RESULTS

We have reviewed the quotation submission and can confirm the submission is compliant with the requirements of the request for Quotation.

The bid was found to be mathematically correct, and no errors were identified. The quotation is valid until a formal Contract is executed by the successful bidder or until March 24, 2024 (60 days), whichever event occurs first. Galcon's quoted price is \$436,018.07 which includes \$108,178.75 for provisional work items. The quoted price does not include a contingency allowance and excludes HST.

The quoted price for Section 1 is approximately 30% higher than the Engineers Estimate with significant variation between the estimated unit rates and quoted unit rates. The following items: Mobilization and Demobilization (Item 1), Environmental Protections (Item 2), Dredging to Key in Boat launch Ramp to Existing Lake Bottom (Item 4), 19 mm dia. Clear Stone Infill on Concrete Cable Mat (Item 8), Granular A (Item 10) and Precast Concrete Boat Launch Slabs (Item 11) all have higher quoted prices compared to the Engineers Estimate. Removal and Relocate Concrete Cable Mat (Item 5), Remove and Salvage Existing Precast Dock Blocks (Item 6) and 50 mm dia. Clear Stone over Filter Fabric (Item 9) all have lower quoted priced compared to the Engineers Estimate.

All provisional items in Section 2 have lower quoted unit rates than the estimated unit rates resulting in the total cost of Section 2 being approximately 50% lower than the Engineer's Estimate.

The total quoted price for Sections 1 and 2 is within \$15,000.00 of the total estimated project value. On this basis, we believe the quoted price is appropriate for the scope of work.

ABILITY AND EXPERIENCE OF LOW BIDDERS

We understand the Town has previously worked with Galcon on past projects and is comfortable with their qualifications. Galcon has successfully completed several similar assignments for projects designed and administered by Tatham in the recent past.

APPROVALS

Department of Fisheries Ontario (DFO) and Ministry of Natural Resources and Forestry (MNR) approvals have been secured for the project based on completing the entire scope of work.

If the Town elects to proceed without completing the provisional items, we will need to confirm with DFO and MNR that the approvals remain valid.

TIME FOR COMPLETION

The Quotation provided an anticipated start date of March 1, 2024, Substantial Performance date of April 15, 2024 and total Completion date of May 1, 2024.



SUMMARY AND RECOMMENDATION

Based on our review of the quotation, we recommend the Town award the Contract to Galcon Marine Ltd. in its entirety provided budget is available. We understand the Town may elect to proceed without completing the provisional items. Not proceeding with the provisional items will increase the risk of ice damage in the future.

If the Town is in agreement with our recommendation and pending the Town's decision regarding the provisional items, we request Tatham be authorized to prepare the notification of award and Contract Documents for execution.

We trust this is satisfactory. Should you require further information or clarification, please do not hesitate to call.

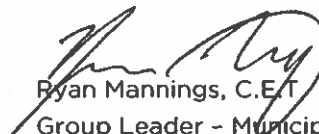
Yours truly,

Tatham Engineering Limited



Brandon McKenzie P.Eng.
Project Manager

BM:ha



Ryan Mannings, C.E.T.
Group Leader - Municipal, Bracebridge Office
Manager

copy: Nicole Gourlay

Town of Kearney

Nicole.gourlay@townofkearney.ca

I:\2023 Projects\223527 - Town of Kearney\03 - Sand Lake Boat Launch\Documents\Tenders\Tender Summary\L - P Audette - Report of Quotation - 2024-01-25.docx



3 Schedule of Items & Prices

The Contractor hereby states that the following unit prices shall constitute full compensation for the works specified

Item No.	Spec. No.	Description of Item	Est. Qty.	Unit	Unit Price	Amount
SECTION 1		CONSTRUCTION WORK				
1	SP1&2	Mobilization and Demobilization	-	L.S.	-	
2	SP3	Environmental Protections and Navigation Protection Measures	-	L.S.	-	
3	SP1	Bonding	-	L.S.	-	
4	SP4	Dredging	10	m3		
5	SP5	Remove and Relocate Existing Concrete Cable Mat	58	m2		
6	SP6	Remove and Salvage Existing Precast Dock Blocks	34	ea.		
7	SP7	150 mm Diameter Rip Rap Fill	430	t		
8	SP8	19 mm Diameter Clear Stone Infill on Concrete Cable Mat	12	t		
9	SP9	50 mm Diameter Clear Stone on Filter Fabric	125	t		
10	SP10	Granular "A"	25	t		
11	SP11	Precast Concrete Boat Launch Slabs	24	ea.		
TOTAL - SECTION 1						
SECTION 2		PROVISIONAL ITEMS				
12	SP12	150 mm dia. Rip Rap Fill - Rock Groyne Core (PROVISIONAL)	175	t		
12	SP13	Root Fan Fish Habitat (PROVISIONAL)	6	ea.		
13	SP14	Foot Log Fish Habitat (PROVISIONAL)	6	ea.		
14	SP15	Rock Groyne Rounded Boulders (500 to 900 mm Diameter) (PROVISIONAL)	320	t		
15	SP16	Rock Groyne Rounded Rock Cobble (100 mm to 200 mm Diameter) (PROVISIONAL)	60	t		
TOTAL - SECTION 2						
TOTAL PRICE (SECTION 1 + SECTION 2)					\$436,018.07	

4 Quoted Price

To: Town of Kearney
8 Main Street
Kearney, Ontario P0A 1M0

c/o: Tatham Engineering Limited
8 Barron Drive
Bracebridge, Ontario P1L 0H3

Att: Brandon McKenzie

The undersigned has carefully examined the Quotation Document and all associated materials, and acknowledges the same to be part of the Contract.

The undersigned hereby proposes to furnish all plant, labour, and materials including in every case, freight, duty, exchange and sales tax in effect (excluding HST), except as otherwise specified and to complete the Work in strict accordance with the requirements of the Contract at the unit prices named in the Schedule of Items and Prices for the sum of:

in words FOUR HUNDRED + THIRTY-SIX THOUSAND
AND EIGHTEEN DOLLARS AND SEVEN CENTS

in numbers \$ 436,018.07

This Quote is submitted by:

Company Name: GALCON MARINE LTD

Address: 7 ALDEN AVENUE

TORONTO, ONTARIO M8Z 1C4

Telephone: 416-255-9607

Email: galcon@bellnet.ca

HST Registration: 101920049

Name & Title: DAVE GALLAGHER

Signature of Bidder: 

Date: JAN 24/24

Company Seal:



5 Agreement

This Agreement made in triplicate on _____ by and between:

Contractor: GALCON MARINE LTD

and

Owner: _____

WITNESSETH

That, the Contractor for and in consideration of the payment specified in their Tender for this Work, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Work in strict accordance with the Contract Document, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Contractor further agrees that he will deliver the whole of the Work completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Owner agrees to pay to the Contractor for all Work done, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Document.

THIS AGREEMENT SHALL enure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

IN WITNESS WHEREOF, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written.

Signed & Sealed by the Contractor

Signature *D. Gallagher*
I have the ability to bind the corporation

Name DAVE GALLAGHER
Title PRESIDENT
Date JAN 24/24

Witness Signature *B. Gabriel*
Name BONNIE GABRIEL

Signed & Sealed by the Owner

Signature *D. Gallagher* _____
I/we have the ability to bind the corporation I/we have the ability to bind the corporation

Name DAVE GALLAGHER _____
Title PRESIDENT _____
Date JAN 24/24 _____

Witness Signature *B. Gabriel* _____
Name BONNIE GABRIEL _____

Date of Tender Submission

Total Tender Price

Contractor's HST No. 101920049

SURETY'S AGREEMENT TO BOND

Bond No. 904103834 24 01

WHEREAS

GALCON MARINE LTD

(the "Principal") has submitted a written tender to

TOWN OF KEARNEY

(the "Obligee") dated January 24, 2024 (the "Tender Date") concerning:

Tender No. 2024-001 - Sand Lake Boat Launch Improvements

and the condition of this obligation being such that the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or if no time period is specified in the Obligee's bid documents, within Sixty (60) days from the closing date of the tender.

We INTACT INSURANCE COMPANY

(Surety Company), a corporation created and existing under the laws of Canada

and duly authorized to transact the business of Suretyship in Canada as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a Contract Performance Bond in favour of the Obligee for

One Hundred Percent of the Contract Price (100% of the Contract Price)

conditioned for the performance of the work described herein and the contract between the Contractor and Obligee.

2. a Labour & Material Payment Bond in favour of the Obligee for

One Hundred Percent of the Contract Price (100% of the Contract Price)

with respect to the above mentioned project.

Provided, however, this consent shall be null and void unless an application for such bond(s) is delivered to the Surety by the Principal within thirty (30) days following the date the contract is awarded to the Principal or executed by the Principal, whichever is earlier.

SIGNED, SEALED AND DATED January 16, 2024

INTACT INSURANCE COMPANY


Margaret Weglicka, Attorney in Fact



Approach to Construction

Executive Summary

Galcon Marine's highly skilled Construction Team has had extensive experience with diversified projects of all types in the Marine Construction Industry. Our team has the working knowledge of the processes involved in working together as a team during pre-construction planning, value engineering & contracts administration in order to make the project a success.

Galcon Marine's Construction Management Team thoroughly understands the construction market in the region and is familiar with local construction requirements in addition to the capabilities and limitations of a local subcontractors and suppliers. As a major marine contractor in Ontario for 31 years, Galcon Marine will provide a continuing presence readily available and accountable with direct management involvement.

Our Approach/Work Plan

Pre-Construction Phase – Galcon Marine Ltd offers the most comprehensive pre-construction services and technical support staff for your project. Our extensive knowledge of estimating, value engineering, scheduling and local construction requirements and government approvals makes us a valuable choice for your marine project.

Bidding Phase – Our extensive experience and skills in planning and managing the bidding process will assure the quality of construction, the bid price, and the time taken to do the work. Galcon Marine specializes in marine construction, Shorewall construction, Bank stabilization, Harbour reconstruction and underwater commercial diving. We have a large selection of equipment at our disposal including

80 sectional barges, 9 tug boats, excavators, bulldozers, cranes, rock trucks and much more. All equipment used and operated is owned by Galcon Marine.

Galcon Marine Ltd maintains a computer database of all suppliers. At time of bidding suppliers are contacted via fax or email to generate interest in the project. Further contacts outside the local market place are then made to insure certified businesses are provided with ample opportunity for participation. Galcon Marine is fully insured and bondable upwards of 40 million CND upon request.

Construction Phase – Our experience with local suppliers in addition to our specialized management capabilities will be critical in coordinating, leading, motivating and supporting superintendents and workers to get the quality results we have been contracted for. The site management team is experienced and has the expertise to efficiently and effectively execute the work. Full time site managers will supervise all activities as well as manage quality control. Our “Safety First” program and safety requirements of our employees are one of our highest priorities to ensure jobsite safety.

Quality Control Plan – The Construction Management process implements a dual inspection process to ensure the quality of all construction through the project. The initial responsibility of quality control is under taken by the construction entity to assure the proper materials and methods are used. The project management staff reviews submittals to assure compliance and the project superintendent will then verify the submittals complied with the installation is proper.

The quality control is thoroughly documented through the submittal logs, daily construction logs and as-built drawings. Weekly project meetings will also be held for review of any documents or issues.

Cost/Schedule Control – Galcon Marines track record for cost and schedule control is among the best in the industry. We fully understand the special importance of meeting cost and time requirements within budget and minimizing change orders depicts or ability to manage costs. We know construction costs and how to control them through constant review.

Value Engineering Process – Daily involvement in the construction industry as a General Contractor provides an in depth knowledge of the products used and costs associated. This allows the General Contractor to evaluate their first time cost versus useful life. The knowledge gained from this product experience can be utilized prior to construction. Thus cost saving measures can be implemented.

Scheduling – Galcon Marine performs scheduling operations using Microsoft Project. This allows us to choose from various scheduling forms to best suit the individual project. These schedules can be updated on a regular basis to track overall conformance or sorted for detailed short term progress. The scheduling process begins with preliminary schedules, which are detailed as we progress. All schedules are continually up dated throughout the project by daily review and weekly reporting from the Project Superintendent.

Planning Throughout – Planning through the project is premised by the fact that marine construction is a dynamic, ever changing industry. We provide our construction services with the knowledge that quick reaction to unforeseen changes is the utmost importance. Our intermediary relationship allows us to receive information quickly from all sources and make decisions to the best alternatives or course of action.

Commitment – Galcon Marine recognizes, and is committed to the standards of excellence we strive to maintain by insuring complete satisfaction in marine construction through financial integrity and project expertise.

GALCON MARINE LTD Company Profile

Galcon Marine Ltd is a 100% family owned Canadian company. It was incorporated in October 1986. Since it was established, Galcon has grown to become one of the major players in the marine industry in Ontario. Currently we employ twenty full time employees, with this number rising on a need be basis. We currently carry 10 million dollars in liability insurance and have a bonding capability up to 40 million dollars complete projects and 20 million dollars per single project.

President: Dave Gallagher 416-255-9607 Email: galcon@bellnet.ca
 Vice President: Shaun Gallagher 416-997-9607 Email: shaun.galcon@bellnet.ca
 Head Office: 7 Alden Avenue, Toronto, Ontario M8Z 1C4
 Tel 416-255-9607 Fax 416-255-0517
 Regional Office: 1734 Concession M-N, Washago, Ontario L0B 2K0
 Website: www.galconmarine.com
 ISN#400-232702

Financial Reference

Bank: TD Canada Trust, 1315 The Queensway, Toronto, ON M8Z 1S8
 Contact: Fola Akinsanya, Bank Manager Tel 416-259-9594 Email: folakinsanya@td.com

AON Reed Stenhouse
 Contact - Steve Hogan Tel 416-868-5500

Guarantee Company of North America
 Contact - Doug Kearns Tel 416-223-9580

Equipment

Barges

Pitts Carillon – Spud Barge
 90' X 40' X 8'
 Derick 50 – Spud Barge
 100'x50'x10'
 No. 7 – Material Barge
 110'x35'x8'
 Shugart – Sectional Barges
 10 X 40 X 5 38 sections
 Shugart – Sectional Barges
 10 X 20 X 5 45 sections
 Scow #2 - sectional spud barge
 34 X 50 X 4.5



Tugboats

Miss Mary
 26' pushboat c/w 2 - 300 HP engines
 David G
 26' pushboat c/w 2 - 300 HP engines
 Makayla Grace
 26' tugboat c/w Single screw engine
 Sophie Lynn
 26' tugboat c/w Single screw engine
 Hope G
 45' pushboat c/w 2 - 405 HP engines
 Kenteau
 57' workboat c/w 450 hp
 Bold Bluff
 24' workboat c/w 671 GM
 Barney Drake
 30' workboat c/w 471 GM
 Patricia D I
 37' workboat c/w 220 hp



Workboats

16ft – 20ft runabouts equipped with 25hp – 60 hp outboard motors

26ft workboat equipped with 250hp outboard motor, also A-frame crane off bow of boat

15.5' Steel workboat – 50 hp outboard motor

Cranes

Linkbelt 408 - 100 ton

Linkbelt 8050 Rough terrain - 50 ton

Linkbelt 108 - 50 ton x2

Linkbelt 98 - 35 ton

Linkbelt 98 - 27 ton

Linkbelt 98 - 30 ton

Link Belt LS 98 crawler crane - 30 ton

Grove RT58 - 12 ton

**Excavators**

Komatsu 400

Komatsu 200

Komatsu PC200LC-6

Komatsu 220

Hitachi 200

Hitachi 400

Hitachi 300

Linkbelt 3400Q Longreach

Linkbelt 250 Longreach

Linkbelt 210

Kobelco 210

**Loaders and Dozers**

John Deere 624 x2

John Deere 544

John Deere TC 44H

CAT 977L

CAT D3C x 2

CAT 420D

Cat E70

**Commercial Dive Gear**

Complete set as per CSA Z275.2-11 standard x 3

Miscellaneous

Included but not limited to; Skid Steers, Barge Accessories (ramps, spuds, spud wells, hydraulic winches, power packs, timberland winches, etc.) vibros, rigging, trucks, tractors, various size trailers carrying up to 10 000 kg, snowmobiles, pick and carries, welders, air compressors, air tools including breakers and drills, pumps, hydraulic tools, drop hammers, office trailers, equipment bins, swamp mats, road plates, generators, heaters, hydraulic crimping equipment, trencher, fencing

Customer Reference List

Projects Completed:

Owner, Contact Name, Address, Phone Number	Project Description, Contract Value, Completion Date
The Township of Ramara 2297 Hwy 12, PO Box 130, Brechin, ON L0K 1B0 Brechin, ON L0K 1B0 Contact: Joshua Nemisz Tel 705-325-1753 x2061	Gondola Lagoon, Mews Back Lagoon and Cendar Lagoon - Lagoon City 2022 Dredging Contract Value: \$327,403.50 Start Date: November 1, 2023 Completed Date: December 1, 2023
The Township of Ramara 2297 Hwy 12, PO Box 130, Brechin, ON L0K 1B0 Brechin, ON L0K 1B0 Contact: Josh Kavanaugh Tel 705-484-5374 x290	South Foot bridge repairs Contract Value: \$137,000.00 Start Date: June 26, 2023 Completed Date: August 31, 2023
GIP Construction and Materials Limited 20 Carlson Court, Suite 800 Toronto ON M9W 7K6 Contact: Etienne Ma Tel 416-518-7197	Lakeshore Bridge - barge rental Contract Value: \$186,000.00 Start Date: June 1, 2023 Completed Date: June 29, 2023
Urban Inc 60 St Clair Avenue East, Suite 800 Toronto ON M4T 1N5 Contact: Mike Delaney Tel 416-928-5001	Serendipity Princess - salvage Contract Value: \$75,677.82 Start Date: June 19, 2023 Completed Date: June 24, 2023
CBM Aggregates 4355 Concession 7 RR #22 Cambridge, ON N3C 2V4 Contact: Gabriel Monsao Tel 416-892-5104	Sunderland - barge rental Contract Value: \$156,505.00 Start Date: June 1, 2023 Completed Date: September 20, 2023
Elite Construction 45 Rodineau Road, Suite A Maple, ON L6A 1R3 Contact: Spencer Budd Tel 416-567-7518	Ontario Place, Toronto - Installation of markers at Bridge 5 & 6 to close waterways Contract Value: \$144,351.00 Start Date: March 9, 2023 Completed Date: December 31, 2023
City of Toronto Economic Development Corporation 200 King Street West, Suite 200 Toronto, ON M5H 3T4 Contact: Kashaidi Jogi Tel 437-288-8109	Sinkhole repair - 320 Unwin Avenue, Toronto, ON Contract Value: \$3,000,000.00 Start Date: June 9, 2022 Completed Date: December 8, 2022
The Corporate City of Mississauga 300 City Centre Drive, Third Floor Mississauga, ON L5B 3C1 Contact: Robin Friefield Tel 905-615-3200 x5292	Dredging Services in Port Credit Harbour Contract Value: \$925,413.00 Start Date: February 14, 2022 Completed Date: March 31, 2022
Jacobs 245 Consumers Road, Suite 400 Toronto, ON M2J 1R3 Contact: Azmina Moloo Tel 416-499-0090 x73593	Georgina WTP Lake Simcoe - barge rental Contract Value: \$192,475.00 Start Date: November 8, 2021 Completed Date: June 30, 2022
Boyer Construction 53 Gran Street Sault Ste Marie, ON P6A 0C6 Contact: Shaun Boyer Tel 705-759-1755	Batchewana First Nations - intake installation Contract Value: \$458,317.00 Start Date: August 1, 2021 Completed Date: November 2024
Ports Toronto 60 Harbour Street Toronto, ON M5J 1B7 Contact: Allan Seymour Tel 416-462-1261	Keating Channel - dredging Contract Value: \$124,050.00 Start Date: July 5, 2021 Completed Date: July 29/21
The Town of Bracebridge 1000 Taylor Court Bracebridge, ON P1L 1R6 Tatham Engineering Contact: Ryan Mannings Tel 705-645-7756	Various Boat Launch Improvements - Pine Lake, Wood Lake, and Clear Lake Public Boat Launches Contract Value: \$628,012.30 Start Date: May 20, 2021 Completed Date: November 15, 2021

Stelco 386 Wilcox Street Hamilton, ON L8L 7W9 Contact: Andrew Rodwell Tel 905-528-2511	Intake pipe cleaning Contract Value: \$107,250.00 Start Date: June 24, 2021 Completed Date: July 8, 2021
Soletanche Bachy Canada 3 Studebaker Place, Unit #2 Hamilton, ON L8L 0C8 Contact: Fernando Camacho Tel 905-536-7905	East Bayfront, 61 Dockside Drive, Toronto - barge rental Contract Value: \$1,648,520.00 Start Date: September 24, 2021 Completed Date: September 14, 2022
Norhec Fournier 2401 Airport Road Timmins, ON P4N 7C3 Contact: Greg Vaillancourt Tel 705-531-3370	Iamgold Outfall Installation, Timmins Contract Value: \$178,450.00 Start Date: Mar 10, 2021 Completed Date: April 8, 2021
ASI Group Ltd 566 Arvin Avenue Stoney Creek, ON L8E 5P1 Contact: Carmen Sferrazza Tel 905-643-1816	FJ Horgan WTP/RL Clark WTP - zebra mussels Contract Value: \$3,500,000.00 approx Start Date: May 1, 2021 Completed Date: November 30, 2022
Southland Holdings Inc 6705 Tomken Road, Suite 212 Mississauga, ON L5T 2J6 Contact: Ty Wright Tel 905-565-1114	Ashbridges Bay Treatment Plant Outfall Contract Value: \$1,179,970.00 Start Date: April 1, 2021 Completed Date: October 31, 2023
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Bluffers Park - dredging Contract Value: \$248,800.00 Start Date: December 15, 2020 Completed Date: May 17, 2021
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Ashbridges Bay Park Major Maintenance construction of a rip-rap revetment and reef Contract Value: \$2,592,188.25 Start Date: November 9, 2020 Completed Date: December 31, 2021
R.B. Somerville 13179 Dufferin Street King City, ON L7B 1K5 Contact: Cody Daoust cell 647-517-2319	Trent River - bedding & cover installation - Glen Miller Parkway Contract Value: \$308,774.00 Start Date: September 1, 2020 Completed Date: September 30, 2020
Fisheries and Oceans Canada 200 Kent Street Ottawa, ON K1A 0E6 Contact: Julien Stephane Tel 343-548-5181	Removal of the Wendy K - vessel and disposal of the diesel Contract Value: \$204,323.00 Start Date: September 12, 2020 Completed Date: September 16, 2020
Ports Toronto 60 Harbour Street Toronto, ON M5J 1B7 Contact: Christopher Sawicki Tel 416-863-2042	Billy Bishop Airport - Western Gap South Channel Dockwall Repair Original Contract Value: \$1,378,442.84 Contract Value: \$1,801,583.27 Reason for Difference: additional change orders Start Date: October 11, 2019 Completed Date: December 2022
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Bluffers Park, Toronto - channel dredging works Contract Value: \$237,500.00 Start Date: September 17, 2018 Completed Date: April 30, 2019
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Coatsworth Cut, Toronto - channel dredging works Contract Value: \$218,500.00 Start Date: September 17, 2018 Completed Date: December 12, 2018
Ports Toronto 60 Harbour Street Toronto, ON M5J 1B7 Contact: Christopher Sawicki Tel 416 863 2042	Eastern Gap West Pier modify Contract Value: \$782,800.00 Start Date: July 16, 2018 Completed Date: November 21, 2018

Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Gibraltar Point Erosion Control construction of a near shore reef and groyne Contract Value: \$9,509,288.60 Start Date: August 2, 2018 Completed Date: December 2019
Peak Engineering & Construction Ltd 13580 County Road 2 Colborne, ON K0K 1S0 Contact: Scott Mathews Tel 905-355-1164	City of Quinte West Dundas St SPS Upgrades - sanitary sewer river crossing Contract Value: \$2,488,299.00 Start Date: January 19, 2019 Completed Date: October 31, 2020 Galcon as subcontractor
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Bluffers Park SW Headland and Beach Major Maintenance Contract Value: \$1,516,125.00 Start Date: June 22, 2018 Completed Date: October 12, 2018
IT International Telecom 3567 North Marginal Road, Pier 9A Halifax, NS B3K 5X8 Contact: Greg Stoner Tel 902-422-5594	Crosslake fibre cable system Contract Value: \$430,000.00 Start Date: June 18, 2018 Completed Date: September 17, 2018
City of Toronto 100 Queen Street West 24th Floor, East Tower Toronto, ON M5H 2N2 Contact: Varun Shah Tel 416-338-2851	City of Toronto - Island WTP -design/build/execute cleaning of the Island WTP's deep water intakes Contract Value: \$3,988,627.00 Start Date: May 4, 2018 Completed Date: July 19, 2019
Priestly Demolition Inc 3200 Lloydtown-Aurora Road King, ON L7B 0G3 Contact: Sheldon Stork Tel 905-841-3735 x247	Hope Island - barge rental & services Contract Value: \$104,857.00 Start Date: September 1, 2017 Completed Date: November 14, 2017
North America Construction (1993) Ltd 21 Queen Street Morriston, ON N0B 2C0 Contact: Katie Krohn Tel 519-821-8000	Temiskaming Dam - boulder removal Contract Value: \$127,000.00 Start Date: September 13, 2017 Completed Date: October 2017
Louis W Bray Construction Limited 308 Coprduroy Road Vars, ON K0A 3H0 Contact: Chase Albright Tel 613-938-6711	Barge Rental - Brighton, ON Contract Value: \$108,000.00 Start Date: November 23, 2017 Completed Date: May 15, 2018
Priestly Demolition Inc 3200 Lloydtown-Aurora Road King, ON L7B 0G3 Contact: Len Parsons Tel 905-841-3735	Barge Rental - Brighton, ON Contract Value: \$76,000.00 Start Date: October 11, 2017 Completed Date: December 9, 2017
Friday Harbour Resort Holdings Inc 3190 Steeles Avenue East, Suite 300 Markham, ON L3R 1G9 Contact: Vimal Patel Tel 647-351-0991	Boardwalk & dock installation Contract Value: \$1,000,000.00 Start Date: September 18, 2017 Completed Date: August 31, 2018
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Coatsworth Cut channel maintenance dredging Contract Value: \$248,681.60 Start Date: November 13, 2017 Completed Date: May 6, 2018
Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600	Bluffers Park - channel maint dredging Original Contract Value: \$188,170.75 Contract Value: \$407,208.75 Reason for Difference: additional change orders Start Date: September 26, 2017 Completed Date: December 1, 2017
City of Toronto 100 Queen Street West Toronto, ON M5H 2N2 Contact: James Dann Tel 416-392-1122	Jack Layton Ferry Terminal and the Toronto Islands - fenders modified & extended Contract Value: \$247,370.00 Start Date: July 21, 2017 Completed Date: March 29, 2018

Enbridge Gas Distribution Inc 500 Consumers Road North York, ON M2J 1P8 Contact: Ashley Leaper Tel 416-753-4677	NPS 30 Don River Bridge Remediation Contract Value: \$238,444.00 Start Date: May 23, 2017 Completed Date: September 5, 2017
Township of Ramara 2297 Highway #2 Breachin, ON L0K 1B0 CC Tatham & Assoc Ltd Contact: Nick Smith Tel 705-325-1753	Lagoon City Pedestrian Bridges, South Bridge Replacement Contract Value: \$274,659.00 Start Date: March 30, 2017 Completed Date: June 5, 2017
Town of Petrolia 411 Greenfield Street Petrolia, ON N0N 1R0 CIMA - Contact: Mike Elliott Tel 519-772-2299	Brights Grove WTP intake repair Contract Value: \$439,449.00 Start Date: May 1, 2017 Completed Date: December 31, 2017
Kenaidan Contracting Ltd 1275 Cardiff Blvd Mississauga, ON L5S 1R1 Contact: Brett Latham Tel 905-670-2660	Waypoint WWTP Plant Upgrade Contract Value: \$201,672.00 Start Date: December 14, 2016 Completed Date: November 13/17
Friday Harbour Resort Holdings Inc 3190 Steeles Avenue East, Suite 300 Markham, ON L3R 1G9 Contact: Jane Graham Tel: 647-351-0991	Dredging entrance Contract Value: approx \$495,135.00 Start Date: November 29, 2016 Completed Date: March 31, 2017
East Elgin Concrete Forming Ltd 10 Elm Street Tillsonburg, ON N4G 0A7 Contact: Robyn Hanson Tel 519-842-6667	Port Dover - pier repair Contract Value: \$365,000.00 Start Date: September 8, 2016 Completed Date: May 1, 2017
Kingdom Construction Limited 3172 Alps Road, R.R. #1 Ayr, ON N0B 1E0 Contact: Gord Heslop Tel 519-632-5155	Slate Falls Nation Water supply and distribution system upgrade Contract Value: \$580,380.00 Start Date: July 29, 2016 Completed Date: October 14, 2016
CP Railway 401-9th Avenue SW Calgary, AB T2P 4Z4 Contact: Michael Whiffin Tel 416 892 9775	Bridge 5.80 Montrose, Niagara Falls, ON underwater pier repair & protection Contract Value: \$330,961.00 Start Date: July 27, 2016 Completed Date: August 17, 2016
Defense Construction Canada Constitution Square 350 Albert Street, Suite 1900 Ottawa, ON K1A 0K3 Contact: Thomas Trimbee Tel 519-660-5275	Lake Huron Intake removal formerly Camp Ipperwash, ON Contract Value: \$266,412.00 Start Date: September 12, 2015 Completed Date: July 14, 2016
East Elgin Concrete Forming Ltd. 10 Elm Street Tillsonburg, ON N4G 0A7 Contact: Ron Feeney Tel 519-842-6667	Port Stanley, plate installation Contract Value: \$201,740.00 Start Date: July 8, 2015 Completed Date: August 11, 2015
CPR 401-9th Avenue SW Calgary, AB T2P 4Z4 Contact: Michael Stilwell Tel 416-606-8248	Bala - concrete repair pier stabilization Contract Value: \$467,264.50 Start Date: September 8, 2015 Completed: November 16, 2015
Town of Arnprior 105 Elgin Street West Arnprior, ON K7S 0A8 Contact: John Steckley Tel 613-623-4231	Madawaska River steel forcemain steel bedding & cover Contract Value: \$161,950.00 Start Date: August 15, 2015 Completed: August 21, 2015
The Regional Municipality of Niagara 2201 St David's Road Thorold, ON L2V 4T7 Contact: Gino Giancola Tel 905-685-4225 x3735	Grimsby Water Treatment Plant cleaning intake pipe Contract Value: \$641,992.00 Start Date: Oct 22, 2014 Completed: July 2, 2015

<p>Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600</p>	<p>Bluffers Park - channel maint dredging Contract Value: \$432,390.00 Start Date: Sep 30, 2014 Completed: May 1, 2015</p>
<p>Don Sikora Construction Box 1426 Lac du Bonnet, MB R0E 1A0 Contact: Don Sikora Tel 204-345-8028</p>	<p>construction of sanitary forcemain & watermain Tim Horton Children Foundation - Camp Sylvia Lake, Manitoba Contract Value: \$1,001,157.00 Start Date: June 1, 2014 Completed: September 30, 2014</p>
<p>Tribury Construction (1995) Inc 1549 Fairburn Street Sudbury, ON P3A 1N6 Contact: Devin Arbuckle Tel 705-560-8743</p>	<p>Supply and install raw water intake Serpent River First Nations WTP Contract Value: \$1,600,000.00 Start Date: June 5, 2014 Completed: October 7, 2014</p>
<p>Township of Muskoka Lakes Tel 705-765-3156 1 Bailey Street Port Carling, ON P0B 1J0 Contact: CC Tatham & Assoc Ltd Ryan Mannings Tel 705-645-7756</p>	<p>reconstruct crib docks at two locations in Twp of Muskoka Lakes Contract Value: \$217,603.00 Start Date: March 18, 2014 Completed: June 6, 2014</p>
<p>Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600</p>	<p>Frenchman's Bay Harbour Entrance channel dredging works Contract Value: \$234,300.00 Oct 29 - Dec 20, 2013</p>
<p>Toronto and Region Conservation Authority 101 Exchange Avenue Vaughan, ON L4K 5R6 Contact: James Dickie Tel 416-661-6600</p>	<p>Bluffer's Park Dredging Contract Value: \$151,750.00 Start Date: July 8, 2013 Completed: August 9, 2013</p>
<p>2130366 Ontario Inc 63 Maple Avenue, Box 150 Haliburton, ON K0M 1S0 Contact: Kim Emmerson Tel 705-457-1550</p>	<p>Emmerson dam rehabilitation Contract Value: \$350,000.00 approx Start Date: June 1, 2013 Completed: August 31, 2013</p>
<p>Township of Muskoka Lakes Tel 705-765-3156 1 Bailey Street, Port Carling, ON P0B 1J0 Consultant: CC Tatham & Assoc Ltd Contact: Ryan Mannings Tel 705-645-7756</p>	<p>Windermere Shorewall Reconstruction Contract Value: \$502,977.05 Start Date: September 15, 2012 Completed: May 1, 2013</p>
<p>Kingdom Construction 3990 Sideroad 10 South, R.R. #2 Puslinch, ON N0B 2J0 Contact: George Dasilva Tel 519-220-0391 Owner/Consultant: Wasauksing First Nation Contact: Kyle Gee Tel 519-445-0040</p>	<p>Wasauksing First Nation WTP supply and installation of raw water intake 440m of 400mm HDPE Contract Value: \$529,000.00 Completed: October 31, 2011 Galcon as subcontractor</p>
<p>Fisheries & Oceans Canada 501 University Crescent Winnipeg, MB R3T 2N6 Contact: Jeff Hutchison Tel 204-984-0100 Consultant: Riggs Engineering Contact: Brian Riggs Tel 519-657-1040</p>	<p>Harbour Improvements Rondeau Harbour, Erieau, Ontario Original Contract Amt: \$1,276,769.30 Reason Difference: upgrades to electrical services Contract Value: \$1,191,994.30 Start Date: Jan 19, 2011 Completed: April 30, 2011</p>
<p>North America Construction (1993) Ltd 21 Queen Street Morrison, ON N0B 2C0 Contact: Troy Gaude Tel 519-821-8000 Owner: Town of Arnprior Contact: John Steckley Tel 613-623-4231 Consultant: JL Richards & Assoc Contact: Michael Duivenvoorden Tel 613-728-3571</p>	<p>Town of Arnprior 85m of 1400mm HDPE DR21 sewer pipe Original Contract Amt: \$850,000.00 Reason Difference: additional work added by general Final Value: \$1,012,950.00 Start Date: May 25, 2010 Completed: Jan 31, 2011</p>

<p>Leo Alarie & Sons Construction 3820 Hwy 101 West Timmins, ON P4N 7H1 Contact: Greg Vaillancourt Tel 705-268-2106 x3246</p>	<p>Moose Deer Point First Nation installation of 80m of 200mm - water intake & intake structure Contract Value: \$209,000.00 Start Date: Dec 1, 2009 Completed: April 30, 2010</p>
<p>The District Municipality of Muskoka 70 Pine Street Bracebridge, ON P1L 1N3 Contact: CC Tatham & Assoc Ltd Bracebridge Ryan Mannings Tel 705-645-7756</p>	<p>Village of Port Carling James Bartleman Island fixed dock improvements Contract Value: \$475,000.00 Start Date: Nov 9, 2009 Completed: March 31, 2010</p>
<p>B&J Contracting 2895 Centreline Road P.O. Box 69 New Lowell, ON L0M 1N0 Contact: Bill Bannerman Tel 705-423-1007</p>	<p>Taylor Road crossing river crossing forcemain Contract Value: \$381,190.00 Start Date: July 1, 2009 Completed: October 31, 2009</p>
<p>City of Kenora One Main Street South Kenora, ON P9N 3X2 Contact: Marco Vogrig Tel 807-467-2235 Consultant: Aecom Contact: Jamie Ellis Tel 204-477-5381</p>	<p>dredging & construction of marine watermain replacement Original Amount: \$2,496,000.00 Reason for Diff: change orders by consultant Contract Value: \$2,677,457.73 Start Date: July 1, 2009 Completed: October 31, 2009</p>
<p>Leamington Area Drip Irrigation 16 Wellington Street, P.O. Box 477 Leamington, ON N8H 3W5 Contact: Kirby McArdle Tel 519-969-8449</p>	<p>169 metres 900mm raw water intake Contract Value: \$1,507,137.00 Start Date: November 21, 2008 Completed: March 14, 2009</p>
<p>Fowler Construction Co Ltd 1206 Rosewarne Drive, Box 630 Bracebridge, ON P1L 1T9 Contact: Tom O'Callaghan Tel 705-645-2214 Contact: Bruce Vardon Triton Engineering Services Limited Tel 705-687-4475</p>	<p>Town of Parry Sound 200m 450mm Forcemain Sewage forcemain & sanitary sewer replacement Contract Value: \$312,000.00 Completed: March 3, 2009</p>
<p>JC Sulpher Construction Ltd 1525 Sieveright Road Gloucester, ON K1T 1M5 Contact: Francis Sulpher Jr Tel 613-255-6564</p>	<p>Morrisburg Waste Water Treatment Plant Outfall - 230m 900mm outfall pipe Contract Value: \$572,750.00 Start Date: October 31, 2008 Completed: March 3, 2009</p>
<p>Fowler Construction Co Ltd 1206 Rosewarne Drive Bracebridge, ON P1L 1T9 Contact: Tom O'Callaghan Tel 705-645-2214</p>	<p>Township of Muskoka Lakes Skeleton Bay - reconstruction of landings Contract Value: \$200,000.00 Start Date: July 16, 2007 Completed: August 15, 2007</p>
<p>Craigleith Ski Club R.R.#3 Collingwood, ON L9Y 3Z2 Contact: Jeff Courtemanche Tel 705-445-3847</p>	<p>280m of 600mm water intake Contract Value: \$800,000.00 Start Date: April 10, 2007 Completed: October 31, 2007</p>
<p>City of Barrie 70 Collier Street Barrie, ON L4M 4T5 Contact: Bruce Fairn Tel 416-449-3325</p>	<p>City of Barrie water intake 900m of 1500mm PE water intake Contract Value: \$4,300,000.00 Start Date: August 30, 2006 Completed: September 15, 2007</p>
<p>Maple Reinders Constructors Ltd 2660 Argentia Road, Mississauga, ON L5N 5V4 Contact: Paul Kundrat Tel 905-821-4844</p>	<p>Clarkson WWTP - install chlorination line & outfall pipe Start Date: June 2006 Completed: August 2006 Original Value: \$385,000.00 Final Value: \$469,573.08 Reason for Difference: additional change orders</p>

<p>The District Municipality of Muskoka 70 Pine Street Bracebridge, ON P1L 1N3 Contact: Bill Leslie(Maple Reinders) Tel 905-821-4844</p>	<p>Birch Glen Treatment Plants 385m 250mm/182m 300mm outfall Contract Value: \$850,000.00 Start Date: ? Completed: May 2006</p>
<p>Georgian Peaks Ski Club Box 400 Thornbury, ON N0H 2P0 Contact: Darrel Dennis Tel 519-599-6771</p>	<p>900m of 600mm PE water intake Contract Value: \$1,500,000.00 Start Date: May 1, 2005 Completed: October 31, 2005</p>
<p>Twp of Severn Water Intake & Outfall 1024 Hurlwood Lane, P.O. Box 159 Orillia, ON L3V 6J3 Contact: Clayton Cameron Tel 705-325-2315</p>	<p>950m of 300mm PE water intake Westshore Sewer & Water Contract Value: \$1,100,000.00 Start Date: January 24, 2005 Completed: June 2006</p>
<p>MNR, Bracebridge 1350 High Falls Road, R.R.#2 Bracebridge, ON P1L 1W9 Contact: Tim Lee Tel 705-646-5551</p>	<p>St Ola Dam Demo & rebuild Contract Value: \$572,063.00 Start Date: August 10, 2004 Completed: September 30, 2004</p>
<p>Township of Innisfil 2155 25th Sideroad Innisfil, ON L9S 4V3 Contact: Bob Jenkins Tel 416-314-4239</p>	<p>City of Innisfil Water Intake 380m of 1050mm CPP water intake Contract Value: \$1,069,000.00 Start Date: ? Completed: September 1995</p>
<p>W.A. Stephenson Mechanical Contractors 6701 Rexwood Road Mississauga, ON L4V 1M7 Contact: John Low Tel 905-886-0934 cell 416-453-4768</p>	<p>Lorne Park WTP MOE Upgrades Sample Line Installation Contract Value: \$144,000.00 Start Date: May1, 2005 Completed: June 30, 2005</p>
<p>City of Mississauga 300 City Centre Drive Mississauga, ON L5B 3C1 Contact: Milo Sturm (Shoreplan Eng Ltd) Tel 416-487-4756</p>	<p>Lakefront Promenade Park boat launch ramps redevelopment Contract Value: \$128,730.00 Start Date: June 1998 Completed: June 1998</p>
<p>City of Hamilton 120 King Street West, Suite 900, 9th Floor Hamilton, ON L8P 4V2 Contact: Bill Docherty Tel 905-546-2424 xx1383</p>	<p>Woodward Avenue WTP low lift pumping station intake work upgrades Original Contract: \$2,136,100.00 Contract Value: \$2,197,316.23 Start Date: June 2010 Completed: October 2013 Reason for Diff: change orders</p>
<p>City of Toronto 100 Queen Street West 5th Floor, West Tower Toronto, ON M5H 2N2 Contact: Patricia Vasquez Tel 416-392-6808</p>	<p>WTP, WWTP & Outfalls Contract diving services Original Contract: \$1,363,239.01 Reason for Diff: contract renewed Contract Value: \$2,118,714.81 Start Date: March 8, 2009 Contract Completed: December 31, 2012 New Contract Completed: December 31, 2013</p>



Town of Kearney

COUNCIL RESOLUTION # _____-24

Date: February 1, 2024

MOVED BY:

- Beaucage, Keven
- Pateman, Heather
- Philip, Cheryl – Mayor
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

SECONDED BY:

- Beaucage, Keven
- Pateman, Heather
- Philip, Cheryl - Mayor
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

BE IT RESOLVED that Council hereby appoints the Hiring Committee for the position of Treasurer to be Nicole Gourlay, Clerk-Administrator, an industry professional, and _____

CARRIED _____

DEFEATED _____

Recorded Vote Requested by: _____

Recorded Vote:

For

Opposed

Beaucage, Keven

Pateman, Heather

Philip, Cheryl – Mayor

Rickward, Michael – Deputy Mayor

Sharer, Jill



Staff Report

Staff Report No. SR-2024-10
Date: February 1, 2024
To: Mayor, Deputy Mayor and Members of Council
From: Paul Audette, Public Works Superintendent
Subject: Speed Consideration Policy/Speed Limits on 518E and Chetwynd Rd.

Recommendation:

That Council receives this report regarding the New Policy for Speed Consideration Changes and approves this policy. The Public Works Superintendent to utilize the policy and make the necessary changes to the Town of Kearney Road systems including 518E.

Background:

Looking through past by-laws and resolutions it is unclear of the recommended speed limits within the Town of Kearney. There is **By-law No. 2017-28 Being a By-law to Regulate Traffic and to Govern and Control the Parking of Vehicles in the Town of Kearney.**

States- All roads outside the Town Site Proper, not posted = 80km/h

Also, a Town Council Resolution passed on 04/10/2019 to reduce the speed limit on Chetwynd Road from 80km/h to 60km/h and that an engineer provides a report addressing safety because of the reduced speed limit. Staff have been unable to find a Policy stating the reasons or requirements to adjust speed limits. Procedures are not in place to address resident concerns regarding speed limits.

Analysis:

518 East and Chetwynd Rd. in its entirety has a vase number of driveways, business entrances, many sharp curves where sight lines are limited. There is a 90-degree corner (speed limit 20km) where 518 ends and Chetwynd Rd. begins. Pedestrians walking, jogging, walking pets along the shoulder, which is heightened in the summer months. Residents that live on the road are requesting that the speed be 60 km/h. Top speed factors come into play - If the speed limit is posted 80 km/h motorists will generally travel 20 km/h above the posted speed having traffic travelling typically at 100 km/h.

Braking Factors at 100km/h:

If a vehicle moves at 100 km/h, the complete stopping distance is 130m, because: Reaction distance 30 m + braking distance 100 m = 130 m stopping distance. At half the speed, i.e. 50 km/h, the stopping distance is considerably less: 15 m reaction distance + 25 m "normal" braking distance = 40m stopping distance.

Table A:

Vehicle travelling on a dry road:

Speed	Reaction distance	Braking distance	Total stopping distance
40km/h	17m	9m	26m
50km/h	21m	14m	35m
60km/h	25m	20m	45m
70km/h	29m	27m	56m
80km/h	33m	36m	69m
90km/h	38m	45m	83m
100km/h	42m	56m	98m
110km/h	46m	67m	113m

Table B:

Vehicle travelling on a wet road:

Speed	Reaction distance	Braking distance	Total stopping distance
40km/h	17m	13m	30m
50km/h	21m	20m	41m
60km/h	25m	29m	54m
70km/h	29m	40m	69m
80km/h	33m	52m	85m
90km/h	38m	65m	103m
100km/h	42m	80m	122m
110km/h	46m	97m	143m

These numbers are even more heightened in winter conditions. With the road alignment being as it is, this creates more dangerous situations and puts everyone at a higher risk of a major incident. Winter months create a greater number of potential risks for motorists and pedestrians:

- Narrower lanes due to snow wind rolls
- Black ice
- Snow covered roads etc...

518E is no longer owned by the province, it is a secondary access to our neighboring town. The signage on 518E heading out of Town is confusing with several misplaced speed signs.

Financial Implications:

There are minimal financial costs for the Town as the signage is mostly in place, but lower speeds generate safer conditions for everyone and in turn will lower the risk of litigation for the Town.

Conclusion:

It is my recommendation that 518 and Chetwynd Rd. remain 60 km/h.

Prepared by:

Paul Audette, Public Works Superintendent



Speed Considerations Policy

Speed Management Guidelines, which defines a prescriptive and structured planning process to address speeding concerns raised by residents, councillors, and staff within the Town of Kearney.

Goal #1: Create a Transportation Network with a Focus on Safety, one of the most impactful ways to achieve this goal is to create and ensure there are safe speeds based on a specific road context. Speeding is not just defined as exceeding the posted speed limit; it is also driving too fast for conditions. While speed limits are typically set based on the functional role and geometric design of a roadway, the physical environment of a street can vary by time of day and time of year, resulting in different visibility conditions, vehicle type composition, and increased exposure to nonvehicle activity. The impacts/repercussions of speeding include fatalities, injuries, and property damage. These are not only obvious public health issues but also financial issues. Therefore, the objective of managing vehicle speed is to reduce traffic-related fatalities and serious injury and minimize property damage.

Reviewing Speed Limits:

When existing posted speed limits are reviewed due to operational or public concerns, engineering studies are typically conducted, and must consider all road users (motorists, pedestrians, and cyclists). The process also recognizes that motorists are required to make a series of complex decisions in relatively short time frames, and that motorists' perception of the roadway characteristics is critical in determining the rate of speed they feel comfortable driving.

Where review of speed limits are required, the following factors should be considered in the review process:

- Physical characteristics of the road (such as hills, curves, site line, and on-street parking)
- Adjacent land uses
- Driveway spacing, number of intersections
- Pedestrian activity (bicycling, walking, jogging)
- Collision frequency and severity
- Is the corridor well illuminated?
- Vehicle classification – what percentage of vehicles on the corridor are heavy vehicles (Trucks, Farm Equipment, School Buses)?
- Community Safety Zone
- All seasons, Environmental (good and bad weather)
- Minimum Maintenance Standards

Minimum Maintenance Standards for Municipal Highways Implications Ontario Regulation 239/02, being the Minimum Maintenance Standards for Municipal Highways was amended by Ontario Regulation 366/18, effective May 3, 2018. One of the changes in the amendment has revised the classification definitions as determined by the Average Daily Traffic volume and posted speed limit on a section of road. The table below showcases the recently amended classification of highways. I have eliminated the top portion of table due to the Town of Kearney does not have any types of these roads.

(Table 1) Classification of Highways:

Average Daily Traffic	91 - 100 km/h speed limit	81 - 90 km/h speed limit	71 - 80 km/h speed limit	61 - 70 km/h speed limit	51 - 60 km/h speed limit	41 - 50 km/h speed limit	1 - 40 km/h speed limit
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

Speed limit decision may potentially result in an increased road classification and increase the response time requirements associated with road maintenance operations and correction of identified deficiencies. Conversely, a reduction in speed limit may potentially result in a reduced road classification, and a decrease in response time requirements. Both aspects must be considered.

January 22, 2024

Please be advised that during the regular Council meeting of January 16, 2024 the following motion regarding support for the Province to expand the life span of fire apparatus, specifically pertaining to the replacement of fire trucks due to insurance requirements was carried:

RESOLUTION NO. 2024-46

DATE: January 16, 2024

MOVED BY: Councillor Nieman

SECONDED BY: Councillor Branderhorst

WHEREAS By-Law 3256-2013, being a By-Law to Establish, Maintain, and Operate a Fire Department established service level standards for the Corporation of the County of Prince Edward Fire Department;

AND WHEREAS apparatus and equipment are directly tied to the delivery of fire protection services authorized by Council in By-Law 3256-2013, and a safe, reliable and diverse fleet is required to serve operational needs;

AND WHEREAS fire Apparatus is governed by industry best practices, the application of law and recognized industry partners, including the Ontario Fire Service Section 21 Guidance Notes, National Fire Protection Association Standards, The Occupational Health and Safety Act, and Fire Underwriters Survey (FUS);

AND WHEREAS Fire Underwriters Survey (FUS) is a provider of data, underwriting, risk management and legal/regulatory services focusing on community fire-protection and fire prevention systems in Canada, establishing apparatus replacement schedules based on safety and risk mitigation practices;

AND WHEREAS on November 16, 2023, Council, received report FD-06-2023 regarding asset Management - Fire Apparatus Fleet Report and noted the budgetary pressures of meeting FUS replacement schedules;

AND WHEREAS no provincial funding is available for new fire trucks, yet, small and rural municipalities must meet the same standards set by FUS as larger municipalities for fire equipment, including additional pressure to move fire trucks out when they reach a specific age, even though they can still meet the safety regulations;