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City of Temiskaming Shores Request for Quotation CS-RFQ-003-2024

MCT - Brazeau Municipal Drain Repair

City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario P0J 1K0

## 1. Objective

The City of Temiskaming Shores invites Quotations from qualified suppliers for the repair of the MTC - Brazeau Municipal Drain.

#### 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,630, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

#### 3. Definitions

**City**: means the Corporation of the City of Temiskaming Shores

**Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFQ and includes their heirs, successors and permitted assigns.

**Request for Quotation**: means this Request for Quotation (RFQ) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

**Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFQ submission is/are accepted to who has/have agreed to repair the Grant Municipal Drain, as outlined herein.

#### 4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx

Submissions must be in **pdf format** and can be no larger than 50 MB.

Subject Line: CS-RFQ-003-2024 "MCT - Brazeau Municipal Drain Repair"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Quotations will be at 2:00 p.m. local time on Tuesday, October 8, 2024.

- Late Quotations will not be accepted;
- Quotations by fax will not be accepted;
- Quotations by mail will not be accepted;
- Partial Quotations are not accepted;
- Quotations emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Quotations;
- The lowest priced Quotation will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Quotation from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Quotations that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Quotations or not), confirmation of any information provided by the Proponent in their Proposal.
- The Quotation shall be valid for 30 days from submission date.

The Form of Quotation must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Quotation by the City.

Line items and prices must be clearly indicated. The Bid must not be restricted by a statement added to the Quotation form or by a covering letter, or by alterations to the Quotation form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

HST Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFQ.

#### 5. Questions

Any questions with respect to the specifications are to be directed to:

**Logan Belanger,** Municipal Clerk City of Temiskaming Shores 325 Farr Drive Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4136 Email: <u>lbelanger@temiskamingshores.ca</u> It will be the Proponent's responsibility to clarify any details in question not mentioned in this Quotation before presenting the submission. Questions relating to this Quotation must be received by **Monday, September 30, 2024**, at **2:00 p.m. local time.** 

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFQ document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Quotation may render the Quotation invalid.

#### 6. Scope of Work

The Corporation of the City of Temiskaming Shores, hereinafter referred to as the "City", invites quotations from qualified Contractors for repairs to the MTC - Brazeau Municipal Drain (**Appendix 01 - Engineer Report/ Appendix 02 – Map**).

Heavy rains in the spring of 2024, caused flooding conditions/ high flow in the subject area, resulting in damage to the MTC – Brazeau Municipal Drain (i.e. catch basins, grass waterway erosion, and damage to the outlet area), located on privately-owned land (i.e. 998126 Highway 11).

The work generally includes:

- Unearth existing Catch Basin (600 mm X 600 mm) at Sta. 0+428 / Highway 11, and install additional 200 mm tubing, off set, connected to Main Drain 300 mm corrugated plastic tubing. Existing 150 mm tubing to remain also at the Catch Basin outlet. Note: The 150 mm outlet is not sufficient to handle present flow, causing backup and overflow flooding onto cropland.
- Install Rock Flow Check Dam (OPSD 219.211) 16 m length and 0.3 m high along east property line, at Sta. 0+425 to reduce overflow to grass waterway, located west of the Catch Basin at Sta 0+428.
- At Sta. 0+300, locate and investigate 600 mm X 600 mm Catch Basin (not visible) and carry out necessary repairs.
- Repair and regrade surface erosion in the grass waterway Sta, 0+300 to 0+250.
- Repairs at outlet area Sta. 0+000 to 0+020, as listed:
  - Sta. 0+000 to Sta. 0+006 replace 6 m X 400 mm dia. of collapsed outlet pipe with rodent grate and stone rip-rap.
  - Repair damaged 300 mm corrugated plastic tubing Sta. 0+006 to Sta. 0+020.
  - Repair/ fill washed out area / outlet, approximately 15 m long X 10 m wide X 3 m deep. Slope 2:1 with soil from site.
  - Import / haul approximately five (5) loads (100 tonnes) blast rock for rip-rap, installed on geotextile underlay at outlet area.

• Communication/ coordination with landowner(s) (City to provide contact details) as the work will occur on privately-owned land. Successful proponent will need to access the site over cropland (the land is presently in crop).

The Successful Proponent must provide all labour, equipment, tools/ parts used, and materials to complete all the scope of the work described herein, including site preparation and restoration/ site clean-up.

## 7. Site Meeting/ Site Examination

A mandatory site meeting for all interested Bidders is scheduled to take place in the area of Sta. 0+428 / Highway 11, on Wednesday, September 25, 2024, at 10:30 a.m. local time. Proponents are requested to park on the shoulder of Tobler's Road (west side of highway), and walk to subject area.

Note: If applicable, any estimates of quantities shown or indicated in this RFQ document are provided for the convenience of the Bidder. The Bidder should check the estimate of quantities for accuracy. Any use made of the estimated quantities by the Bidder in calculating the quoted amounts is done at the Bidders risk.

#### 8. Commencement of Work

The Successful Proponent shall provide a minimum of 48 hours advance notice to the City and the property owner before commencement of any work. The work must proceed in such a manner as to ensure its completion at the earliest possible date within the scope of work and time limits set out in the quotation/contract documents.

#### 9. Permits, Notices, Laws and Rules

If applicable, the Successful Bidder shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Successful Bidder shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications are at variance therewith, any resulting additional expense incurred by the Successful Bidder shall constitute an addition to the contract price.

#### **10. Pre-Construction Meeting**

The Successful Proponent should arrange a pre-construction meeting with the City, affected landowner(s) prior to commencement of the repair.

If there is no pre-construction meeting or if a landowner is not present at the pre-construction meeting, the following shall apply. The drain is to be walked by the Successful Proponent and landowner prior to construction to ensure that both agree on the work to be done. Any difference of opinion shall be referred to the City for decision. If the landowner is not contacted for such review, they are to advise the City.

## 11. Access

The Successful Bidder shall have access to the drain by entering the working area directly from road allowances or along access routes approved by the City and the affected landowner. The Successful Bidder shall contact the landowner prior to using the designated access routes, and shall make good any damages caused by using the designated access routes.

## 12. Locations of Existing Utilities

Before starting work, the Contractor shall have all utilities located in accordance with the Ontario Underground Infrastructure Notification System Act.

The Contractor is responsible for protecting all located and exposed utilities from damage during the repair. The Contractor shall assume liability for damage caused to all properly located utilities.

## 13. Drainage Superintendent

Where a Drainage Superintendent (Superintendent) is appointed by the City, the City may designate the Superintendent to act as the City's representative. If so designated, the Superintendent will have the power to inspect and direct the execution of the work.

Any instructions given by the Superintendent which change the proposed work or with which the Successful Bidder does not agree shall be referred to the City for final decision.

## 14. Quotation

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

The Form of Quotation must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The lowest or any Quotation not necessarily accepted.

#### 15. Quotation Evaluation

Quotations that comply with the terms, conditions and minimum specifications as outlined in this Quotation will be evaluated on the basis of:

- Mandatory submission requirements;
- Price (within allocated budget);
- Availability to deliver within specified time period; and
- Past performance or conduct on previous contracts with the City or other institutions.

## 16. Any or all Quotations Exceed Approved Budget

In the event that any or all Quotations exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

#### 17. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Quotation meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

#### 18. Amendments

The City at its discretion reserves the right to revise this RFQ up to the final date for the deadline for receipt of Quotations. The City will issue changes to the RFQ Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFQ Documents. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFQ Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Quotation. Failure to complete the acknowledgement may result in rejection of the Quotation.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Quotation submission in response to this RFQ, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Quotation without notice.

#### **19.** Quotation Withdrawal or Amendment

Proponents may amend or withdraw their Quotation, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Quotation may submit a further Quotation at any time up to the official closing time; the last Quotation received shall supersede and invalidate all Quotations previously submitted by the Bidder for this RFQ. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

## 20. Right to Accept or Reject Submissions

The submission of a quotation does not obligate the City to accept any quotation or to proceed further with the retention of services. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in this RFQ.

#### 21. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFQ, whether before or after submission of the Quotation, the City shall be entitled to reject or not accept the RFQ submission.

## 22. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Quotation, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Quotation of each proponent (Conflict of Interest Declaration).

#### 23. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

#### Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

#### Automobile Liability Insurance

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

#### 24. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

#### 25. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

#### 26. Freedom of Information

Upon submission, all Quotations become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Quotations will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Quotation should be clearly identified.

## 27. Nature of Request for Quotation

This RFQ does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

#### 28. Preparation of Quotations

All costs and expenses incurred by the Proponent relating to its Quotation will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Quotations or the cancellation of this RFQ.

#### 29. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Quotation shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### 30. Payment

The normal payment term offered by the City is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

#### 31. Ownership of Materials

All accepted work and products, including drawings, reports or other materials delivered to the City by the Proponent shall become the property of the City.

#### 32. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

#### 33. Failure to Complete the Work

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this quotation, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.

## 34. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing goods and/or services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

#### 35. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

#### **36.** Errors & Omissions

It is understood, acknowledged and agreed that while this Quotation includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Quotation, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Quotation is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Quotation. There will be no consideration of any claim, after submission of Quotations, that there is a misunderstanding with respect to the conditions imposed by the Quotation and/or Agreement.

## Form of Quotation

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: \_\_\_\_\_ Email:

We/I, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

Lump Sum Price (exclusive of HST):

Estimated Mobilization Date:

#### Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_ in preparing my/our Quotation.

Bidder's Authorized Official:		
Title:		
Authorizing Signature:	 	
Date:		
Form 1 to be submitted.		

\$

## **Non-Collusion Affidavit**

I/ We \_\_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at:	this	day of	, 2024.
Signature:			
Bidder's Authorized Official:			
Title:			
Company Name:			
Form 2 to be submitted.			

#### **Conflict of Interest Declaration**

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Quotation submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:


In making this Quotation submission, our Company has / has no (strike out inapplicable portion) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at:	this	day of	, 2024.
Signature:			
Bidder's Authorized Official:			
Title:			
Company Name:			
Form 3 to be submitted.			

#### Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone Number: Email:

I, \_\_\_\_\_, declare that I, or my company, are in **full** compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

#### OR

I,\_\_\_\_\_\_, declare that I, or my company, are <u>NOT in full compliance</u> with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <u>https://www.ontario.ca/page/how-train-your-staff-accessibility</u>.

#### Form 4 to be submitted.

**Engineers Report** 



CONSULTING ENGINEERS ONTARIO LAND SURVEYORS CANADA LAND SURVEYORS NEW LISKEARD 705 647 4311 ONTARIO 80X 1208

Reeve and Members, Municipal Council, Corporation of the Township of Dymond, Box 1, Unit 30, R.R. No. 2, NEW LISKEARD, Ontario. POJ 1P0

Gentlemen:

RE: Final Report M.T.C. - Brazeau Municipal Drain Lot 8, Concession 4, Township of Dymond, Project 83-2

In accordance with your appointment of H. Sutcliffe Limited as Engineers for the project pursuant to a petition signed, under Section 4 of The Drainage Act, 1975, by James J. McNamee, for the Ministry of Transportation & Communications, for New Liskeard District No. 14, to drain Highway 11 in Lots 8 & 9, Concessions 4 & 5, Township of Dymond.

An on site meeting was held on May 12th, 1983, to examine the drainage problem.

Upon examination, it was determined that a 750 mm C.S.P. culvert under Highway 11, approximately 120 meters south of the line between Concessions 4 & 5, Township of Dymond, was collecting surface water from the Highway, Highway subdrains and lands east of the highway and discharging westerly approximately 130 meters through a man made ditch where it intersects a shallow swale which gradually deepens to the point where it can no longer be cultivated, 430 meters southwest of the highway fence. Following spring run-off water seeps from the highway ditches and subdrains which leaves the gully wet all summer hindering farming operations.

Mr. Brian Peltier, M.T.C. Maintenance Engineer, was of the opinion that the drain should terminate at the end of the man made ditch, which in my opinion, is insufficient outlet. Mr. Brazeau said he intends to tile his farm, including the gully, to the point where he has been currently cultivating and could not tolerate the continuous seepage of water across his farm lands. Final Report, M.T.C. - Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project 83-2

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Mr. Peltier then requested that the outlet be by open ditch, false graded north to the concession line and west to Calamity Gulch. This route was surveyed, designed with the construction costs estimated at \$17,800.00. The estimated construction costs for the initial 300 mm covered drain for an estimated distance of 615 meters was \$12,700.00.

The open ditch route involved the lowering of the Northern Telephone underground cable, a culvert to cross the abandoned Township Road, now used as a farm access road, and 125 m of riprap on the steep approach to Calamity Gulch.

Based on the above, the M.T.C. agreed to accept the 300 mm drain across the Brazeau field provided that the costs do not increase on survey. The initial proposal has been surveyed and designed to take the water from the highway ditches and culvert through a ditch inlet catch basin and 300 mm plastic tubing outletting at the termination of the cultivated part of the gully.

At the consideration of the Preliminary Report held August 9, 1983, the following points were raised:

## Jerry Brazeau (Part 5, Plan 54R-1787)

Concerned with maintenance problems with highway and Township Road culverts causing water to pond in ditches. The Township's Public Works Chairman agreed to look into this matter as it is not part of this project.

## Marcel Brazeau (N½ Lot 8, Con. 4, S½ Lot 9, Con. 5)

No objection to proposal, however requested that the catch basin at Sta. 0+300 be deleted and that the grassed waterway be deleted. He was advised that the sub surface drainage system was not designed to carry all of the possible flow that could be expected at this location. Mr. Brazeau stated that for many years the heavy flows occurred before the depression was clear of snow in the spring and that he would provide the Corporation with a statement that he would be responsible for any maintenance due to damage caused by overland flow. The Preliminary Report has been amended accordingly. Final Report, M.T.C. - Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project 83-2

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#### <u>M.T.C. Represented by Mr. Brian Peltier, District</u> Maintenance Engineer

The M.T.C. has no objection to the concept and advised that he would review the outlet and assessment calculations and advise.

The Contractor will be allowed a twenty meter wide working strip through the length of the project, together with access to and from the work site.

Plan 4-361 shows the location of the work, the lands affected by it, the drainage area, profile, dimensions, grade and other particulars of the work.

We determine the allowances payable to the owners of land entitled thereto in accordance with Sections 29 and 30 of The Drainage Act 1975:

Concession	Lot	Owner	Amount
4	8	Marcel Brazeau	\$770.00
The	estimated cost o	of the work is as	follows:
Supply mm CSP	000 to 0+006 & install 6 m of outlet pipe with grate and riprap	400 Lump Sum	\$ 400.00
	006 to 0+425 & install 300 mm tubing	419 m @ \$17.00	7,123.00
600 Dite Basin w tection 5 m of	& install 600 x ch Inlet Catch ith riprap pro- offset at 45° wi 150 mm non perfor tubing lateral t	ated	700.00
Carried	Forward to Page	4	\$8,223.00

Final Report. M.T.C. - Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project 83-2 Page 4. 4. Contingency Lump Sum 280.00 5. Contract Bond Lump Sum 97.00 Construction Cost \$8,600.00 SUMMARY:

Construction Cost	\$ 8,600.00
Allowances	770.00
Interest	210.00
Engineering	3,600.00
	\$13,180.00

The cost of the drainage work is assessed against the lands affected by this municipal drain as set out in the Schedule of Assessments appended hereto as Appendix "A".

The agricultural lands and non-agricultural lands are assessed under Section 22 for Benefit Liability and under Section 23 for Outlet Liability. The M.T.C., Hwy. 11, is assessed under Section 23 for Outlet Liability and under Section 26 for Increased Costs. The Municipal Road is assessed for Outlet Liability. There is no Injuring Liability assessed on the project.

After completion, the work shall be maintained by the Township of Dymond at the expense of the lands assessed herein and in the same relative proportion thereto to the owners upstream from the area requiring maintenance.

Performance of the work proposed herein shall be governed by the drawings and specifications appended hereto as part of the report. Final Report, M.T.C. - Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project 83-2

Page 5.

I believe that the whole of the work is for the drainage of agricultural lands with the exception of the M.T.C. Hwy. 11, Municipal Road and non-agricultural land and therefore qualifies for Grant under Section 85 of The Drainage Act 1975.

Respectfully submitted,

H. SUTCLIFFE LIMITED,

PER: URC. Franking

August 1983.

V. R. O. Praskey, P.Eng.

#### APPENDIX "A" SCHEDULE OF ASSESSMENT M.T.C.-BRAZEAU MUNICIPAL DRAIN TOWNSHIP OF DYMOND

Concession	Lot	Owner	Approx. Area Drained (Ha)	Total Assessment	Sec. 22 Benefit	Sec. 23 Outlet	Sec. 26 Increased Cost	Payable After Grants and Allowances
4	N <del>1</del> 8	Marcel J. Brazeau	13.7	\$4,230.00	\$2,365.00	\$1,865.00		\$ 640.00
4	N <del>1</del> 9	Norland Holdings	11.3	928.00		928.00		309.33
5	S½ 9	Marcel J. Brazeau	0.9	64.00		64.00		21.33
	Total	Assessment Ag	ricultural Land	\$5,222.00	\$2,365.00	\$2,857.00		
Pt 5, 54R-1	78.7	Jerry Brazeau	0.1 (non-ag	r. <u>) 9.00</u>		9.00		9.00
То	otal Ass	sessment Non-	Agricultural Land	9.00		9.00		
ASSESSMENTS	AGAINST	roads						
MTC Hwy. No. 11			2.1	7,840.00		1,147.00	6,693.00	
<u>Township of</u> Road betweer	Dymond Conces	sion 4 & 5	0.8	109.00		109.00		
			DRAIN SUMMARY:					
			Agricultural Non Agricultural MTC, Hwy. ll Municipal Roads	\$ 5,222.0 9.0 7,840.0 109.0	0.			
			TOTAL ASSESSMENTS	\$13,180.0	0		-	

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HSUTCLIFFE CONSULTING ENGINEERS NEW LISKEARD 705-647-4311 ONTARIO LAND SURVEYORS ON TARIO BOX 1208

Reeve and Members, Municipal Council, Corporation of the Township of Dymond, Box 1, Unit 30, R. R. No. 2, NEW LISKEARD, Ontario. POJ 1P0

Gentlemen:

RE: Final Report - Revised September 20, 1983 M.T.C.-Brazeau Municipal Drain Lot 8, Concession 4, Township of Dymond, Project No. 83-2

In accordance with your appointment of H. Sutcliffe Limited as Engineers for the project pursuant to a petition signed, under Section 4 of The Drainage Act, 1975, by James J. McNamee, for the Ministry of Transportation and Communications, for New Liskeard District No. 14, to drain Highway 11 in Lots 8 & 9, Concessions 4 & 5, Township of Dymond.

An on site meeting was held on May 12th, 1983, to examine the drainage problem.

Upon examination, it was determined that a 750 mm C.S.P. culvert under Highway 11, approximately 120 meters south of the line between Concessions 4 & 5, Township of Dymond, was collecting surface water from the Highway, Highway subdrains and lands east of the highway and discharging westerly approximately 130 meters through a man made ditch where it intersects a shallow swale which gradually deepens to the point where it can no longer be cultivated, 430 meters southwest of the highway fence. Following spring run-off water seeps from the highway ditches and subdrains which leaves the gully wet all summer hindering farming operations.

Mr. Brian Peltier, M.T.C. Maintenance Engineer, was of the opinion that the drain should terminate at the end of the man made ditch, which in my opinion, is insufficient outlet. Mr. Brazeau said he intends to tile his farm, including the gully, to the point where he has been currently cultivating and could not tolerate the continuous seepage of water across his farm lands. Final Report, M.T.C.-Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project No. 83-2

Page 3.

#### M.T.C. represented by Mr. Brian Peltier, District Maintenance Engineer

The M.T.C. has no objections to the concept and advised that he would review the outlet and assessment calculations and advise.

At the Consideration of the Final Report on September 6th, 1983, Mr. Marcel Brazeau asked how soon work could commence on the drain. When he was informed, that in compliance with The Drainage Act, the absolute minimum time would be 30 days, ie., twenty days from the mailing of notices of the Court of Revision and ten days from the award of the contract, Mr. Brazeau stated that he could not tile and plough his land until the work outlined in this Report was completed thus postponing seeding for another year. Mr. Brazeau intended to proceed with his tiling providing his own outlet. Council by Resolution referred the Report back to the Engineer for further consideration under Section 31 of The Drainage Act. Mr. Brazeau agreed to install the drain under the supervision of the Drainage Engineer. The work was completed on September 15, 1983 to my satisfaction and the invoice rendered at a lesser cost than the estimate.

The Report is revised accordingly.

Plan 4-361 shows the location of the work, the lands affected by it, the drainage area, profile, dimensions, grade and other particulars of the work.

We determine the allowances payable to the owners of land entitled thereto in accordance with Sections 29, 30 and 31 of The Drainage Act.

Concession	Lot	Owner	Section 29 & 30	Section 31	Total
4	8	Marcel Brazeau	\$770.00	\$6,900.00	\$7, <b>8</b> 80.00

The cost of the work is as follows:

Final Report, M.T.C.-Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project No. 83-2

Page 2.

Mr. Peltier then requested that the outlet be by open ditch, false graded north to the concession line and west to Calamity Gulch. This route was surveyed, designed with the construction costs estimated at \$17,800.00. The estimated construction costs for the initial 300 mm covered drain for an estimated distance of 615 meters was \$12,700.00.

The open ditch route involved the lowering of the Northern Telephone underground cable, a culvert to cross the abandoned Township Road, now used as a farm access road, and 125 m of riprap on the steep approach to Calamity Gulch.

Based on the above, the M.T.C. agreed to accept the 300 mm drain across the Brazeau field provided that the costs do not increase on survey. The initial proposal has been surveyed and designed to take the water from the highway ditches and culvert through a ditch inlet catch basin and 300 mm plastic tubing outletting at the termination of the cultivated part of the gully.

At the consideration of the Preliminary Report held August 9, 1983, the following points were raised:

#### Jerry Brazeau (Part 5, Plan 54R-1787)

Concerned with maintenance problems with highway and Township Road culverts causing water to pond in ditches. The Township's Public Works Chairman agreed to look into this matter as it is not part of this project.

#### Marcel Brazeau (N½ Lot 8, Con. 4, S½ Lot 9, Con. 5)

No objection to proposal, however requested that the catch basin at Sta. 0+300 be deleted and that the grassed waterway be deleted. He was advised that the subsurface drainage system was not designed to carry all of the possible flow that could be expected at this location. Mr. Brazeau stated that for many years the heavy flows occurred before the depression was clear of snow in the spring and that he would provide the Corporation with a statement that he would be responsible for any maintenance due to damage caused by overland flow. The Final Report has been amended accordingly. Final Report, M.T.C.-Brazeau Municipal Drain, Lot 8, Concession 4, Township of Dymond, Project No. 83-2

Page 4.

Allowances, Sec. 31 \$ 6,900.00 Allowances, Sec. 29 & 30 770.00 Interest Engineering 3,900.00 \$11,780.00

The cost of the drainage work is assessed against the lands affected by this municipal drain as set out in the Schedule of Assessments appended hereto as Appendix "A".

The agricultural lands and non-agricultural lands are assessed under Section 22 for Benefit Liability and under Section 23 for Outlet Liability. The M.T.C., Hwy. 11, is assessed under Section 23 for Outlet Liability and under Section 26 for Increased Costs. The Municipal Road is assessed for Outlet Liability. There is no Injuring Liability assessed on the project.

After completion, the work shall be maintained by the Township of Dymond at the expense of the lands assessed herein and in the same relative proportion thereto to the owners upstream from the area requiring maintenance.

Performance of the work proposed herein shall be governed by the drawings and specifications appended hereto as part of the report.

I believe that the whole of the work is for the drainage of agricultural lands with the exception of the M.T.C. Hwy. 11, Municipal Road and non-agricultural land and therefore qualifies for Grant under Section 85 of The Drainage Act.

Respectfully submitted,

H. SUTCLIFFE LIMITED,

Per: U.R.O. Picoher

V. R. O. Praskey, P.Eng.

VROP:gl

REVISED SEPTEMBER 20, 1983.

#### APPENDIX "A" SCHEDULE OF ASSESSMENT M.T.C.-BRAZEAU MUNICIPAL DRAIN TOWNSHIP OF DYMOND

Concession	Lot	Owner	Approx. Area Drained (Ha)	Total Assessment	Sec. 22 Benefit	Sec. 23 Outlet	Sec. 26 1260.3 Increased Cost	Payable After Grants and Allowances
4	N <del>1</del> 8	Marcel J. Brazeau	13.7	\$ 3,781.00	\$ 2,114.00	\$ 1,667.00	(Credit)	\$ 6,409.67
4	N <del>1</del> 9	Norland Holdings	11.3	829.00		829.00		276.33
5	S <u>∔</u> 9	Marcel J. Brazeau	0.9	57.00		57.00		19.00
	Total /	Assessment Ag	pricultural Land	\$ 4,667.00	\$ 2,114.00	\$ 2,553.00		
Pt 5, 54R-1	787	Jerry Brazeau	0.1 (non-ag	r. <u>) 8.0</u> 0		8.00		8.00
Тс	otal Ass	essment Non-	Agricultural Land	\$ 8.00		\$ 8.00		
ASSESSMENTS	AGAINST	ROADS						
MTC Hwy. No. 11			2.1	\$ 7,007.00		\$ 1,025.00	\$5,9 <b>8</b> 2.00	
Township of Road betweer	Dymond Conces	sion 4 & 5	0.8	98.00		98.00		
			DRAIN SUMMARY:					Page
			Agricultural Non Agricultural MTC, Hwy. ll Municipal Roads	\$ 4,667. 8. 7,007. 98.	00 - 00			ບ •
-			TOTAL ASSESSMENTS	\$11,780.	<u>00</u>			
REVISED SEPT	. 20, 1	983		2 <del></del>				

REVISED SEPT. 20, 1983 August 1983

H. SUTCLIFFE LIMITED.

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BY-LAW NO. 939

# Pagenter Dillo CORPORATION OF THE TOWNSHIP OF DYMOND

4 13 2

A by-law to provide for a drainage works in the Dymond \_\_\_\_, in the District of Timiskaming. Township of Dymond

Whereas the requisite number of owners have petitioned the Council of the Township of Dymond in the District of Timiskaming in accordance with the pro-visions of The Drainage Act, 1975, requesting that the following lands and roads be drained by a drainage works:

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N} Lots 8 and 9, Concession 4 S1 Lot 9, Concession 5

Township Road Lot 9, Concessions 4 & 5 Hwy. 11 Lot 8 & 9, Concessions 4 & 5 Township of Dymond.

And whereas the Council of the Township of Dymond , in the District of Timiskaming, has procured a report made by V.R.O. Praskey, P.Eng., of H. Sutcliffe Limited, and the report is attached hereto and forms part of this By-law.

And whereas the estimated total cost of constructing the drainage works is \$ 11,780.00 .

And whereas \$ 98.00 is the amount to be contributed by the municipality for construction of the drainage works.

And whereas \$ 4,675.00 is being assessed in the Township of Dymond , in the District of Timiskaming. And whereas  $\frac{57,007.00}{15}$  is a special assessment to the Min. of Trans. & Comm. And whereas the Council is of the opinion that the drainage of the area is desirable.

Therefore the Council of the Township of Dymond \_ pursuant to The Drainage Act, 1975, enacts as follows:

1.

:

The report dated Sept. 20, 1983 , and attached hereto, is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.

- 2.(1) The Corporation of the Township of \_\_\_\_\_ Dymond may borrow on the credit of the Corporation the amount of \$ 11,780.00 , being the necessary amount for construction of the drainage works.
  - (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed less the total amount of,
    - grants received under Section 85 of the Act; (a)
    - commuted payments made in respect of lands and roads assessed within the municipality; (b)
    - (c) moneys paid under subsection 61(3) of the Act;

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#### Page 2 - By-Law No. 939 Cont'd

and such debentures shall be made payable within <u>ten (10)</u> years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.

3.

A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for ten (10) years after the passing of this by-law.

Owner	Parcel of Land or Part Thereof	Total Amount Assessed
Marcel J. Brazeau	N½ Lot 8, Con. 4	\$ 3,781.00
Norland Holdings Ltd.	N} Lot 9, Con. 4	. 829.00
Marcel J. Brazeau	Sł Lot 9, Con. 5	57.00
Jerry Brazeau	Pt 5 - 54R-1787	8.00
Roads MTC	Hwy. No. 11	7,007.00
Roads Township of Dymond	Road between Con. 4 & Con. 5	98.00

#### Schedule

TOTAL..... \$11,780.00

- For paying the amount of \$ 98.00 being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Dymond in each year for ten (10) years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.
- 5. All assessments of \$ 500.00 or less are payable in the first year in which the assessment is imposed.
- 6. This by-law comes into force on the passing thereof and may be cited as "MTC - Brazeau Municipal Drain By-law".

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Page 3 - By-Law No. 939 Cont'd

October 18, 1983 First Reading October 18, 1983 Second Reading Provisionally adopted this 18th day of October, 1983. <u>Head of Council</u> Malashaden Clerk Third Reading Enacted this  $\underline{5}$  day of NOVEMBER , 19 83 . <u>Liel Hawn</u> Head of Council Lyduston

MTC- Brazeau Municipal Drain Drawing

