



## Essex Region Conservation Authority

### Executive Committee

### Meeting Agenda

**Meeting Date:** Thursday, February 15, 2024

**Time:** 5:00 pm

**Location and Details:** Council Chambers, Essex Civic Centre, Essex, ON

<b>List of Business</b>	<b>Page Number</b>
1. <b>Call to Order</b>	
2. <b>Land Acknowledgement</b>	
3. <b>Declarations of Pecuniary Interest</b>	
4. <b>Approval of Agenda</b>	1-2
5. <b>Hearings</b>	
A. <b>Convene the Hearing Board</b>	
B. <b>Hearing Board to Reconvene as the Executive Committee</b>	
6. <b>Tenders</b>	
A. <b>Jack Miner Wetland Construction Project, 263 Road 3W Kingsville, ON</b>	3-23
7. <b>Reports for Approval</b>	
A. <b>EC 01/24 2024 Restoration Material (Tree Stock)</b>	24-25
B. <b>EC 02/24 John R Park Homestead Revised Scope of Work, Phase 2</b>	26-32
8. <b>New Business</b>	
9. <b>Other Business</b>	
A. <b>Next Meeting</b>	
The next meeting of the ERCA Board of Directors will be held on Thursday, February 15, 2024, starting at 6:00 p.m. in Council Chambers at the Civic Centre, Essex.	

## 10. Adjournment

A handwritten signature in black ink, appearing to read "Tim Byrne".

**Tim Byrne, CAO/Secretary-Treasurer**

**CONSTRUCTION SPECIFICATIONS**

**for**

**263 ROAD 3 W, KINGSVILLE  
JACK MINER  
WETLAND CONSTRUCTION PROJECT**

**December 20, 2023**



**Essex Region Conservation**  
*the **place** for life*

**CONSTRUCTION SPECIFICATIONS**  
**for**  
**263 ROAD 3 W, KINGSVILLE**  
**JACK MINER**  
**WETLAND CONSTRUCTION PROJECT**

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**263 ROAD 3 W, KINGSVILLE  
WETLAND CONSTRUCTION**

**SCHEDULE OF ITEMS OF PRICES**

To: Essex Region Conservation Authority (Owner)

\_\_\_\_\_, the undersigned having examined the site of the works, Specifications, Drawings, Information to Bidders and Schedule of Items and Prices, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

\_\_\_\_\_ attached Addenda to the said Documents,

this the firm of \_\_\_\_\_

being a \_\_\_\_\_

which \_\_\_\_\_

registered under the laws of the Province of \_\_\_\_\_ hereinafter called

the "Contractor" with head office at \_\_\_\_\_

\_\_\_\_\_

does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Contract Documents and attached Addenda for

the Total Price of \_\_\_\_\_

\_\_\_\_\_

or such other sums as may be finally ascertained in accordance with the allowance for additions and deductions as set out in the Contract Documents. The aforesaid Total Price is made up from the following Schedule of Prices.

And also agrees that if this Bid is accepted, to furnish Liability Insurance and accept payments and complete the works as elsewhere outlined in the documents.

And also agrees that the Owner has the right to accept or reject all or any portion of this Bid.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Signature of Contractor

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**Jack Miner, 263 Road 3 W, Kingsville**  
**WETLAND CONSTRUCTION**  
**SCHEDULE OF ITEMS AND PRICES**

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<b><u>SECTION A - PROPOSED WORKS</u></b>						
1	2.1	Strip topsoil from area of new wetland construction and stockpile on-site	Lump Sum			
2	2.2	Excavate new wetland as indicated in the attached Contract Drawings and as directed by ERCA on-site; all excavated material shall remain on-site	Lump Sum			
3	2.3	Final grade and compact the soil excavated during new wetland construction within the Approximate Fill Zone (see Drawing).	Lump Sum			
4	2.4	Place and final grade topsoil (from on-site stockpile) over all newly constructed berms and fill areas.	Lump Sum			
5	2.5	Plug with concrete all existing field tiles discovered while excavating the new wetland (dig back at least 5 metres from wetland edges).	Each	provisional		TBD
6	2.6	Mobilization and Demobilization	Lump Sum			
<b>TOTAL TENDER PRICE</b>						

# **263 ROAD 3 W, KINGSVILLE WETLAND CONSTRUCTION**

## **INFORMATION TO BIDDERS**

### **1.0 QUANTITIES**

The quantities as set out in the Schedule of Items and Prices are approximate and have been prepared by the Owner. They are not warranted by the Owner. The Contractor shall note that quantities are subject to change and shall consider this in preparing the price. No claims for extra payment due to changes to final quantities shall be entertained by the Owner unless the Scope of Work is deemed by the Owner not to logically fall within the specified Scope of Work for items contained in this Contract.

The Contractor shall note that the quantities as set out in the Schedule of Items and Prices may be altered by the Owner at any time and for any reason. In addition, any Item of work may be deleted from the Contract at the discretion of the Owner. If any quantity is altered or Item deleted, the Contractor will have no claim against the Owner for so doing. The Contractor is advised to take this requirement into consideration when determining his unit prices and Total Price Bid.

### **2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

The Contractor may attend an onsite meeting scheduled by ERCA to visit the site and review the plans and specifications before submitting a bid and must satisfy themselves as to the extent of the work and local conditions to be met during the construction period. The Contractor is not to claim at any time after submission of a bid that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

The submission of a Contract Bid shall be deemed proof that the Contractor has satisfied themselves as to all the conditions which may enter into the carrying out of the Contract to a satisfactory conclusion and the quantities of the works required. No claims will be entertained from the Contractor who was uninformed as to any of the provisions or conditions intended to be covered by the Contract.

### **3.0 ACCEPTANCE OR REJECTION OF BIDS**

It is understood that the Essex Region Conservation Authority is not bound to accept the lowest, or any particular bid. The Owner reserves the right to reject any or all Bids or to waive or not waive any informalities as he may deem advantageous.

The criteria to be considered by the Owner in awarding the contract will include a combination of price, scheduling, expertise, qualifications and such other conditions as may be determined by the Owner to be in its own best interests. Additions, alterations, deletions or other irregularities in the bid form may, but will not necessarily result in the Owner's rejection of the bid. The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Owner by reason of the Owner's rejection of its bid or of all bids.

### **4.0 INSURANCE**

The Contractor shall furnish to the Owner satisfactory evidence that he has insurance to cover risk and liability for the period of the execution of the work.

The Liability Insurance shall have a limit of liability of not less than 5 Million Dollars inclusive for any one occurrence. It shall be a comprehensive liability insurance covering all operations and liability assumed under the Contract and it shall name the Essex Region Conservation Authority as additional insured under the policy and shall also contain a cross liability and save harmless clause for the Essex Region Conservation Authority. The liability insurance shall not contain any exclusions or limitations in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause.

The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Owner; such copy of this policy to be submitted to the Owner prior to commencement of the work.

## **5.0 HARMONIZED SALES TAX (HST)**

The successful Bidder will be completely responsible for complying with all requirements regarding Sales Tax. The successful Bidder will cooperate with the Owner in providing any documentation necessary to support the accurate calculation and administration of the HST on this project. This documentation will be provided in advance of any payment requests. Contract payments will not be made without the necessary HST support documentation.

The Harmonized Sales Tax (HST) shall not be included in any items of this Bid and it shall not be included in the Total Price Bid. It shall be included as a separate amount on the Summary of Prices page and it shall be included in the Total Price Bid.

## **6.0 APPROVALS**

This project is subject to the approvals of the Essex Region Conservation Authority. Any approvals and permits required for this project will be obtained by the Owner. During the execution of this project, the Contractor shall be bound to comply with all conditions of approval.

## **7.0 LABOUR CONDITIONS**

Labour conditions, as set out by the Ministry of Labour, must be adhered to during the course of this project.

## **8.0 WORKPLACE SAFETY AND INSURANCE**

The Contractor will be required to submit, to the Owner, Certificates of Clearance from the Workplace Safety and Insurance Board prior to commencement of the work and before final payment is made.

The Contractor shall carry out this project in strict accordance with all applicable Occupational Health and Safety Acts, including the regulation for construction projects, Ontario Regulation 213/91 as amended by Ontario Regulation 613/94, and other prescribed legislation and regulations as they may pertain to the work.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

## **9.0 COMMENCEMENT AND COMPLETION**

The Contractor shall start his work on this Contract within 10 working days of receiving written notice to commence work. Once work has begun, the Contractor will be required to furnish a normal labour and equipment force, without interruption, until final completion of the Contract. **The Contractor shall complete his work on this Contract to completion within a period no greater than 10 working days, subject to weather. All excavation work must be completed by March 25, 2024.**

## **10.0 MAINTENANCE**

The Contractor shall guarantee the work for a period of one year from the Date of Substantial Performance thereof from deficiencies that, in the opinion of the Owner, were caused by faulty workmanship or materials. The Contractor shall, at his own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Owner. Should the Contractor for any cause fail to do so, then the Owner may do so and employ such other person or persons as the Owner may deem proper to make such repairs or do such work, and the whole costs, charges and expenses so incurred may be deducted from any amount due to the Contractor or may be collected otherwise by the Owner from the Contractor.

The decision of the Owner shall be final as to the necessity of repairs of any work required to be done under the provisions of this clause or any other clause or clauses, in the amounts expended therefore.

## **11.0 HOLDBACK**

Progress Payments (if required) shall be subject to a holdback of ten percent (10%) of the price of the services and materials which have been supplied in accordance with the requirements of the Construction Lien Act.

In addition to the ten percent (10%) holdback, the Owner may withhold a sufficient and reasonable sum, as determined by the ERCA Project Manager until uncompleted work is finished or deficiencies in any part of the constructed works are rectified.

Provided that no liens are registered against the project, holdback monies will be released in accordance with the Construction Lien Act and after the following required documentation has been submitted by the Contractor.

- a) Certificate of Clearance from the Workplace Safety and Insurance Board.

## **12.0 ENVIRONMENTAL PROTECTION**

The Contractor shall maintain under this Contract any temporary erosion, sediment and pollution control features installed.

The Contractor shall control emissions from equipment and plant to local authorities' emission requirements.

The Contractor shall abide by local noise By-Laws for the duration of the Contract.

The Contractor shall not allow any debris, fill or other foreign matter to enter into the local drainage features (i.e. drains, ditches, swales, etc.).

The Contractor shall not bury rubbish and waste materials on site unless approved by the Owner and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Owner.

Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Owner. To reduce the risk of fuel entering the waterway, refueling of machinery must take place a safe distance from the waterway. Any equipment working in or near the water must be free from any leaks of oil, grease or other contaminants prior to being brought to the site.

The Contractor shall note the Owner will not take any responsibility for spills, this shall be the sole responsibility of the Contractor.

### **13.0 WHMIS**

The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

### **14.0 DRAINAGE AND SEDIMENT CONTROL**

The Contractor shall not pump water containing suspended materials into waterways, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with OPSS 805, and local authority requirements and shall prevent sediment from entering the watercourse to the maximum extent possible. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and site free from water.

The Contractor shall, at his own expense provide temporary measures as required to maintain the flow of all drains, ditches and water courses which may be encountered during the progress of the work.

### **15.0 PROTECTION OF VEGETATION**

The Contractor shall exercise the utmost caution to ensure that existing trees, shrubs and plants on-site and adjacent properties are not damaged or disturbed unless noted otherwise in this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site by ERCA Biologist. No trees or shrubs shall be removed without the approval of the Owner.

## **16.0 TRAFFIC CONTROL**

The Contractor shall control traffic in accordance with the Ontario Traffic Manual (Book 7 - Temporary Conditions) as published by the Ministry of Transportation.

The Contractor, at his own expense, shall erect and maintain any signs required for the proper notification and protection of the public travelling the haul route or passing by the site access. The Contractor shall save harmless the Owner from any legal actions resulting from any negligence or carelessness on the part of the Contractor.

## **17.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES**

The Contractor shall verify the existence and location of all underground utilities prior to commencing construction. It is the Contractor's sole responsibility to coordinate and obtain field locates for all utilities (if any).

The locations of any underground and overhead utilities shown on the Contract Drawings are for the Owner's use only and are not guaranteed by either the Owner or the Engineer. It is the Contractor's responsibility to contact Utility Companies for further information in regard to these utilities, and to exercise the necessary care in construction operations or take other precautions to safeguard the Utility Company from damage. The cost of all damages to utilities both overhead and underground caused by the Contractor's operations shall be borne solely by the Contractor.



# 263 ROAD 3 W, KINGSVILLE WETLAND CONSTRUCTION

## SPECIAL PROVISIONS

### 1.0 GENERAL

The general intent of this project is to construct the new wetland at the location and to the size and grades indicated in the Contract Drawings. The work to be completed includes but is not necessarily limited to the excavation of the wetland and grading of the fill area(s).

The Contractor shall complete the works and supply all materials in accordance with the appropriate OPSS Standard Specifications, the Schedule of Items and Prices, the Contract Drawings and the following Special Provisions.

The Contractor shall take all necessary precautions to insure that disturbance to the existing flora and fauna is minimized by restricting construction activity to the designated construction areas.

### 2.0 SCOPE OF WORK

#### 2.1 Strip Topsoil

This work shall consist of all labour, equipment and material required to strip the topsoil from the area of the new wetland construction and to stockpile the material on-site for reuse (see attached drawings for approximate area of new wetland). The Contractor shall note that no topsoil be removed from the site unless directed by the Owner.

#### 2.2 Excavate New Wetland

This work shall consist of all labour, equipment and materials required to excavate the new wetland at the location and to the slopes and depths indicated in the attached drawings and/or as directed by ERCA staff on-site (i.e. including “benching” and/or excavation of several “amphibian pockets” which are holes – roughly 1m x 1m – randomly scattered throughout bottom of wetland cell). The Contractor shall note that all excavated material is to remain on-site and shall be placed and graded within the area designated as the “Approximate Excess Spoils Placement” in the design drawing (Appendix 1).

#### Layout and Measurement

The location of the proposed wetland as indicated in the Contract Drawings is approximate. The location shall be confirmed on-site by ERCA staff prior to the start of construction.

It is the Contractor’s full responsibility to construct the new wetland to the specified lines and grades. **The Contractor shall inform ERCA staff sufficiently in advance (minimum of 24 hours) to allow for measurement of the new wetland area before restoration works begin.** Any works not constructed to the specified lines and grades shall be corrected to the satisfaction of ERCA and at the expense of the Contractor.

### 2.3 Final Grade Fill Zone

This work shall include all labour, equipment and materials required to final grade and compact all soil excavated during the construction of the new wetland in preparation for placement of topsoil. The Contractor shall note that the intent of this item is to shape and grade the soil placed within the Approximate Fill Zone into low, contoured berms (maximum height of 1.5 metres) in preparation for placement of topsoil. The new berms shall be placed and graded such that surface drainage from areas to the north and east of the wetland construction area is allowed to flow towards the new wetland.

### 2.4 Place and Grade Topsoil

This work shall include all labour, equipment and materials required to place and final grade topsoil (from the on-site stockpile) over the newly constructed fill areas and all other areas disturbed during construction. The Contractor shall note that the intent of this item is to final grade the topsoil so that it can be seeded by ERCA (i.e. no large chunks of soil must be left).

### 2.5 Plug Existing Field Tiles

This work shall consist of all labour, equipment and material required to plug all field drainage tiles encountered during the excavation of the new wetland (provisional item). The plug shall consist of concrete for a length of 300mm into the tile. All field tiles located within the wetland excavation area shall be dug back a minimum of 5 metres from the edges of the excavated wetland. The intent of this item is to prevent the existing tiles from draining the new wetland.

### 2.6 Restore Site Access

This work shall include all labour, equipment and materials required to restore the site access to its original condition including all areas disturbed and damaged during construction. The Contractor shall refer to Item 2.0 of the Information to Bidders regarding examination of site.

The Contractor shall note that the approved site access to the new wetland site is shown on the Site Access Map (Appendix 2). Entrance to the site by construction traffic from any point other than the approved access is prohibited without prior approval from ERCA. Any areas disturbed and damaged beyond the approved access shall be repaired by the Contractor at his own expense.

## **3.0 PAYMENT**

Payment shall be made at the unit price or lump sum bid indicated in the Schedule of Items and Prices submitted by the Contractor and shall be compensation in full for all labour, equipment and material required to carry out this work as outlined above and shown on the Contract Drawings.

# **APPENDIX**

## **CONTRACT DRAWINGS**

**1. Wetland Project Design Drawing**

**2. Site Access Map**





# Jack Miner Wetland Project - Approved Site Access Map



## Legend

- County Assessment
- County/Pelee Ownership

## Location



1: 2,929



12/21/2023

## Notes

- red line indicates approximate location of 'high ground' through existing hay field as approved access path, per on site meeting Dec. 21/23



**THIS MAP IS INTENDED FOR INTERNAL USE ONLY.**

All data copyright 2023. Data provided by ERCA or its partners under license.

Data herein is provided on an 'as is' basis and is for visual reference only. Map not to be used for navigation or plan of survey.

Aerial photography copyright the City of Windsor/County of Essex/Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario/ERCA.

263 ROAD 3 W, KINGSVILLE  
WETLAND CONSTRUCTION

SCHEDULE OF ITEMS OF PRICES

To: Essex Region Conservation Authority (Owner)

I, the undersigned having examined the site of the works, Specifications, Drawings, Information to Bidders and Schedule of Items and Prices, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

Any attached Addenda to the said Documents,  
this the firm of 2775738 ON INC O/A workent in fabricating  
being a Construction Company  
which is

registered under the laws of the Province of ON hereinafter called  
the "Contractor" with head office at 3770 3rd Conc Harrow  
ON N9R1G9

does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Contract Documents and attached Addenda for

the Total Price of \$ 28,970 + HST

or such other sums as may be finally ascertained in accordance with the allowance for additions and deductions as set out in the Contract Documents. The aforesaid Total Price is made up from the following Schedule of Prices.

And also agrees that if this Bid is accepted, to furnish Liability Insurance and accept payments and complete the works as elsewhere outlined in the documents.

And also agrees that the Owner has the right to accept or reject all or any portion of this Bid.

DATED AT Harrow THIS 2 DAY OF Jan, 2024

  
Signature of Contractor



**Jack Miner, 263 Road 3 W, Kingsville**  
**WETLAND CONSTRUCTION**  
**SCHEDULE OF ITEMS AND PRICES**

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<b>SECTION A - PROPOSED WORKS</b>						
1	2.1	Strip topsoil from area of new wetland construction and stockpile on-site	Lump Sum			\$1490
2	2.2	Excavate new wetland as indicated in the attached Contract Drawings and as directed by ERCA on-site, all excavated material shall remain on-site	Lump Sum			\$12860
3	2.3	Final grade and compact the soil excavated during new wetland construction within the Approximate Fill Zone (see Drawing).	Lump Sum			\$10,110
4	2.4	Place and final grade topsoil (from on-site stockpile) over all newly constructed berms and fill areas.	Lump Sum			\$3010
5	2.5	Plug with concrete all existing field tiles discovered while excavating the new wetland (dig back at least 5 metres from wetland edges).	Each	provisional	\$100	TBD
6	2.6	Mobilization and Demobilization	Lump Sum			\$1500
<b>TOTAL TENDER PRICE</b>						\$28,970

263 ROAD 3 W, KINGSVILLE  
WETLAND CONSTRUCTION

SCHEDULE OF ITEMS OF PRICES

To: Essex Region Conservation Authority (Owner)

Sun County Excavating, the undersigned having examined the site of the works, Specifications, Drawings, Information to Bidders and Schedule of Items and Prices, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

See Price List attached Addenda to the said Documents,

this the firm of \_\_\_\_\_

being a \_\_\_\_\_

which \_\_\_\_\_

registered under the laws of the Province of Ontario hereinafter called

the "Contractor" with head office at 481 Hale St. Stoney Point, ON

NOR1110

does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Contract Documents and attached Addenda for

the Total Price of \$32,500 + HST

Thirty Two Thousand Five Hundred Plus Tax

or such other sums as may be finally ascertained in accordance with the allowance for additions and deductions as set out in the Contract Documents. The aforesaid Total Price is made up from the following Schedule of Prices.

And also agrees that if this Bid is accepted, to furnish Liability Insurance and accept payments and complete the works as elsewhere outlined in the documents.

And also agrees that the Owner has the right to accept or reject all or any portion of this Bid.

DATED AT Stoney Point THIS 4<sup>th</sup> DAY OF January, 2024

[Signature]  
Signature of Contractor



Jack Miner, 263 Road 3 W, Kingsville  
WETLAND CONSTRUCTION  
SCHEDULE OF ITEMS AND PRICES

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<b>SECTION A - PROPOSED WORKS</b>						
1	2.1	Strip topsoil from area of new wetland construction and stockpile on-site	Lump Sum			\$6,000
2	2.2	Excavate new wetland as indicated in the attached Contract Drawings and as directed by ERCA on-site; all excavated material shall remain on-site	Lump Sum			\$16,000
3	2.3	Final grade and compact the soil excavated during new wetland construction within the Approximate Fill Zone (see Drawing).	Lump Sum			\$6,000
4	2.4	Place and final grade topsoil (from on-site stockpile) over all newly constructed berms and fill areas.	Lump Sum			\$2,500
5	2.5	Plug with concrete all existing field tiles discovered while excavating the new wetland (dig back at least 5 metres from wetland edges).	Each	provisional	150	TBD
6	2.6	Mobilization and Demobilization	Lump Sum			\$2,000
<b>TOTAL TENDER PRICE</b>						<b>\$32,500 + HST</b>

263 ROAD 3 W, KINGSVILLE  
WETLAND CONSTRUCTION

SCHEDULE OF ITEMS OF PRICES

To: Essex Region Conservation Authority (Owner)

I Dylan Dyck., the undersigned having examined the site of the works, Specifications, Drawings, Information to Bidders and Schedule of Items and Prices, hereby offer to furnish all materials and perform all work necessary and maintain the said work, as described in the above mentioned Documents, in accordance with the said Documents and

Dyck Excavation Inc. attached Addenda to the said Documents,

this the firm of Dyck Excavation Inc.

being a \_\_\_\_\_

which \_\_\_\_\_

registered under the laws of the Province of Ontario. hereinafter called

the "Contractor" with head office at 519-365-8051

does hereby tender and agree to perform and maintain all the works in conformity with and as described in the said Contract Documents and attached Addenda for

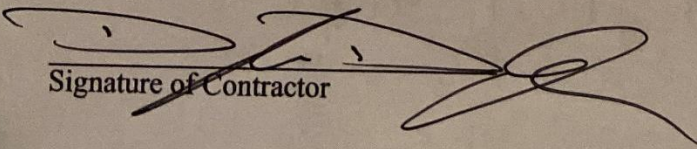
the Total Price of \$31,974 + HST

or such other sums as may be finally ascertained in accordance with the allowance for additions and deductions as set out in the Contract Documents. The aforesaid Total Price is made up from the following Schedule of Prices.

And also agrees that if this Bid is accepted, to furnish Liability Insurance and accept payments and complete the works as elsewhere outlined in the documents.

And also agrees that the Owner has the right to accept or reject all or any portion of this Bid.

DATED AT 12:00 THIS 4<sup>th</sup> DAY OF January, 2024

  
Signature of Contractor



**Jack Miner, 263 Road 3 W, Kingsville**  
**WETLAND CONSTRUCTION**  
**SCHEDULE OF ITEMS AND PRICES**

ITEM NO.	SPEC. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<b>SECTION A - PROPOSED WORKS</b>						
1	2.1	Strip topsoil from area of new wetland construction and stockpile on-site	Lump Sum			\$ 375.00
2	2.2	Excavate new wetland as indicated in the attached Contract Drawings and as directed by ERCA on-site; all excavated material shall remain on-site	Lump Sum			\$ 12,000.00
3	2.3	Final grade and compact the soil excavated during new wetland construction within the Approximate Fill Zone (see Drawing).	Lump Sum			\$ 9,649.00
4	2.4	Place and final grade topsoil (from on-site stockpile) over all newly constructed berms and fill areas.	Lump Sum			\$ 8,800.00
5	2.5	Plug with concrete all existing field tiles discovered while excavating the new wetland (dig back at least 5 metres from wetland edges).	Each	provisional	\$ 40.00	TBD
6	2.6	Mobilization and Demobilization	Lump Sum			\$ 1,150.00
<b>TOTAL TENDER PRICE</b>						\$ 31,974.00 + HST



## Essex Region Conservation Authority

### Executive Committee

EC 01/24

From: Kevin Money, Director of Conservation Services

Paul Giroux, Forester

Date: Monday, January 15, 2024

**Subject: 2024 Restoration Material (Tree Stock)**

Compliance Action: ERCA's Procurement Policy

**Recommendation:** THAT the current restoration material procurement process and estimated total costs of \$201,850 be acknowledged and approved by the Executive Committee.

### Summary

- Annually, ERCA purchases large quantities of trees, shrubs, wetland and prairie plants each spring from a variety of suppliers
- The exact quantities and costs continually change through the planning season as projects are added or modified by staff and partnering landowners
- Bulk pre-orders are required from a variety of large and specialty growers to ensure ERCA has access to sufficient stock in order to satisfy our tree planting projects each spring

### Discussion

There are a limited number of tree and seed suppliers in Southern Ontario who can grow and supply Conservation Authorities across the province with trees. Some of these suppliers meet standards set by Forests Ontario to ensure that the stock, tracking and methodologies used are consistent with forestry practices. ERCA has established relationships with other reliable growers periodically to fulfill the number of trees that are required each year. The large and specialty growers who are able to supply ERCA with the quantities of trees required are:

- Winklemolen Nursery
- St. Williams Nursery & Ecology centre
- Verbinnen's Nursery
- Pineneedle Farms
- Somerville Nurseries
- Sloan Nursery

Each of these nurseries have different types of trees available (size, seed zone, species, bare root, plugs etc.) at different price points and staff order trees from their catalog, the same way a local nursery would obtain its supply of trees and shrubs for the year. ERCA is also required to pre order material each year and provide deposits to secure stock from growers.

ERCA's Forester exhausts preferred trees at one nursery using the lowest price before placing additional orders from other nurseries to meet the region's needs. The end result is receiving a variety of trees and orders from different nurseries across southern Ontario, to fulfill our tree planting needs and to reduce the risk that comes with having only one nursery supplying all of our stock. Most often, the final stock supplied may vary from the original order due to tree supply forecast changes and suppliers selling out of the desired stock by spring. The numbers change constantly up to the point of delivery as staff unload the trees and cross reference what actually was supplied versus what was ordered.

Below is the estimated cost of trees and shrubs from various nurseries to supply the projected spring tree planting projects.

Company	Item	Estimated Totals for 2023
Sloan Nursery	Large stock evergreens	\$45,863
Winkelmolen Nursery	Large stock hardwoods	\$52,316
Winkelmolen Nursery	Potted trees and shrubs	\$18,332
Verbinnen's Nursery	Potted shrubs	\$2,714
Pineneedle Farms	Seedlings	\$15,125
Somerville Seedlings	Seedlings	\$67,500
<b>Total:</b>		<b>\$201,850</b>

The large majority of the large stock trees and some seedlings are sold to private landowners per the approved fee schedule. The remaining trees are planted on private lands, municipal property and on ERCA owned property, utilizing a variety of grants, donations and Levy.

Approved By:



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Tim Byrne  
CAO/Secretary Treasurer

Attachments:

None



## Essex Region Conservation Authority

### Executive Committee

EC02/24

From: Kevin Money, Director of Conservation Services

Date: Friday, February 2, 2024

**Subject: John R Park Homestead Revised Scope of Work, Phase 2**

Compliance Action: Terms under the Agreement for Purchase and Sale of the John R. Park Homestead Site signed November 27, 2007.

**Recommendation:** THAT the Executive Committee receive and approve an updated Fee Proposal related to additional consulting fees for the expanded scope of work for Phase 2 of the John R. Park Homestead Restoration Project undertaken by George Robb Architect; and further,

THAT additional work and associated costs be obtained and managed within the current contract with the previously approved contractor, Heritage Restoration Incorporated.

### Summary

- In late 2023, ERCA received confirmation of additional federal funding to undertake further restoration works at the John R. Park Homestead through the Canadian Cultural Spaces Funding program.
- George Robb Architect was appointed as the consulting firm to prepare drawings, tender documents and undertake contract administration to allow for the restoration of the John R Park Homestead Museum and historical buildings (BD21/22 and EC04/23).
- Heritage Restoration Incorporation was awarded the contract to undertake the original tendered works (BD31/23) as this contractor's tender was approximately \$100,000 less than the second lowest contractor bid.

### Discussion

In 2023 Administration sought matching federal funding from the Canadian Cultural Spaces Funding (CCSF) Program. In December 2023, ERCA received an approval letter outlining a grant for \$326,000 towards the ongoing restoration project at the John R. Park Homestead. With this funding approval, ERCA is able to continue to undertake additional restoration of the John R. Park Homestead. These funds will augment the continued fundraising efforts from the Essex Region Conservation Foundation.

Administration directed George Robb Architect to develop a revised proposal, including necessary drawings to utilize additional funds. The revised proposal includes the additional consulting as well as continued project management costs which amount to approximately \$58,000.

After discussion with the Architect and a local engineering firm well versed in contract administration, ERCA Administration recommends the existing contractor, Heritage Restoration Inc. continue to provide construction services and remain working on the primary homestead residence within the terms of the existing contract instead of undertaking a new tendering process.

Due to Heritage Restoration Inc.'s initial pricing being approximately \$100,000 less than the second lowest price, and the firm has demonstrated that they are a capable and skilled heritage restoration firm there will be savings and efficiencies created by not tendering works a second time within a year for similar work. As a result, Administration can seek costs from the current contractor, Heritage Restoration Inc., utilizing unit prices previously provided and costs are consistent with previous work undertaken, Administration would recommend the firm to proceed with additional works to continue the restoration of the main house. Attached is a list of the items that still need work on the main house.

**Approved By:**



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Tim Byrne  
CAO/Secretary Treasurer

**Attachments:**

- George Robb Architect, Additional Consulting Fees
- Additional Scope of work

January 18<sup>th</sup>, 2024

**Mr. Kevin Money,**  
**Director of Conservation Services**  
Essex Region Conservation Authority  
360 Fairview Avenue West  
Suite 311,  
Essex, Ontario, N8M 1Y6

4800 DUNDAS STREET WEST  
SUITE TWO HUNDRED & ONE  
TORONTO, ONTARIO  
CANADA M9A 1B1  
PHONE: 416 596 8301  
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Dear Kevin,

**Re: Fees for Contract Administration of Current Scope and  
Additional Fees for Extended Scope of Work  
915 County Road 50 East  
Harrow, Ontario  
Proposal No. 2202**

We are pleased to provide the following fee proposal to address the current scope of work underway with Heritage Restoration Inc. based on the final contract value, the additional scope to be documented and quoted by Heritage Restoration Inc. as an extension to their current contract and our disbursement costs.

## **1. Current Scope of Work Underway:**

Our fee for the current scope of work is based on a percentage fee of 15% applied to the ongoing contract value of the overall work. Prior to tendering this fee was based on an estimated value of construction cost of **\$449,746.00**, which represented a fee of **\$67,461.90**. The overall fee includes additional scopes of investigation work and revisions in scope valued at \$20,780.00 and Disbursements valued at \$6,748.55 for a total of \$94,990.45.

The Contract Document Phase and Tender Phase have exceeded our projected fees by \$7,336.92. From the beginning of the Contract Administration Phase we advised the Essex Region Conservation Authority that the Contract Administration Fees would not be adequate to complete the work. To help to reduce our costs, we agreed to attend the site only once a month, conduct mid-month reviews remotely, use photographs from site to review conditions arising and to facilitate structural reviews by James Knight & Associates, and beginning in January 2024 attend site meetings in conjunction with another project underway in the Windsor Area. All these strategies have helped, but as of December 31st, 2023 we have invoiced the remaining value of the current fees with a shortfall of \$5,130.01. With the ongoing delay in the issuance of the Archaeological Clearance for work to proceed, Heritage Restoration Inc. has been unable to set a final schedule for the overall project completion, which will result in an overall extension of the overall project schedule. Our costs for Contract Administration from August 1st, 2023 to December 31st, 2023 has run to \$23,444.71 (Invoiced and Outstanding), which averages about \$4,700.00 per month. This amount includes Unbilled hours for George Robb Architect and James Knight & Associates of \$5,230.01. This amount has also used up the remaining balance of the Disbursement Allowance of \$4,528.35. Together these represent a total cost of \$9,758.36.

We would request that our professional fee be calculated against the actual Contract Value of the overall work for the remainder of the project. Currently the Contract Value is \$514,000.00 with additional changes under review that will have the impact of increasing the ongoing value of the overall project. Applying the 15% professional fee to the current Contract Value of **\$514,000.00** would represent a fee of **\$77,100.00**. This represents an increase of **\$9,638.10** over the existing fee value. When compared to our costs to the end of December 31<sup>ST</sup>, 2023, this would address the current shortfall in our overall consultation work to the end of the 2023 calendar year.



## 2. Additional Scope of Work Documentation, Pricing and Contract Administration:

The Scope of Work being documented represents areas of work related to the building that were excluded when the roof repairs were prioritized for the Central Pavilion, the East Annex and the West Annex. These deferred areas of work included the repair and restoration of the exterior building envelope (wood siding, corner boards, base board, frieze boards & trims, soffits, fascias, gable end louvres, dentil features, and trims for doors and windows), windows with shutters, doors, repairs to the northeast office stair, preparations for painting wood surfaces, foundation renewal for the east, west and partial north foundation walls including basement Windows, chimneys and chimney flashings and beehive screens, and interior basement parking, jack posts, and interior plaster repairs. We prepared a preliminary estimate of cost for these areas of work which has the potential to exceed \$600,000.00.

The Conservation Authority has received additional funds totaling \$325,000.00. Consultant fees need to be included in this total amount. The anticipated archaeological work of \$15,000.00 reduces the overall funds to \$310,000.00. We would assume a 15% fee for this additional work to cover the preparation of revised drawings and specifications required to describe the additional areas of work and the extension of the contract administration phase to request individual costing of the various components and extend the Contract Administration Phase into the month of June 2024. We would calculate the additional fee as follows:

- $\$310,000.00 + 1.15 = \$269,565.22$  (Construction Value)
- $\$269,565.22 \times 0.15\% = \$40,434.78$  (Additional Professional Fees)

Based on the request to secure costing for additional areas of work for the project related to the additional funding, we would request an additional fee of **\$40,434.78**. This assumes that the costing scope requested from Heritage Restoration Inc. results in an extension of their current contract and the extension of this current construction period and the associated additional Contract Administration period for the work. Alternatively, if an additional tender and separate contract is required, we would need to reevaluate the professional fees required to undertake this process.

## 3. Disbursement Allowance:

The current Disbursement Allowance has been depleted to help offset the additional costs in the invoicing for the Contract Document and Tender Phases. As we undertake the Additional Scope of Work we will require additional time on site to review the exterior conditions and will have the opportunity with the scaffolding towers to get up close to portions of the two gable ends and the north central pavilion to examine siding, details, windows, etc.

We will carry the balance of the existing Disbursement Allowance and allow for six additional trips and two additional overnights. The current unused balance identified in the original proposal is \$4,528.35 + six additional trips (6 x \$442.75 = \$2,656.50) + two overnights (2 x \$275.00 = \$550.00) for a total Disbursement Allowance of **\$7,734.85**.

## 4. Summary of Additional Fees:

We would summarize the additional Professional Fees as follows:

Area of Work	Amount
1. Current Scope of Work (Based on 15% of difference between \$449,746.00 and \$514,000.00) (\$514,000.00 - \$449,746.00 = \$64,254.00 x 15% = \$9,638.10)	<b>\$9,638.10</b>
2. Additional Scope of Contract Documents, Tender & Contract Administration based on available additional funds of \$269,565.22. (15% x \$269,565.22 = \$40,434.78).	\$40,434.78
3. Disbursement Allowance (Balance= \$4,528.35 + \$2,656.50 (Six Trips)+ \$550.00 = \$7,734.85)	\$ 7,734.85
<b>Subtotal of Additional Fees (Current Scope Reevaluation, Additional Scope and Revised Disbursements)</b>	<b>\$57,807.73</b>
<b>Note:</b> Professional Fees are subject to the addition of the 13% Harmonized Sales Tax	
Note: If the value of the Construction Contract exceeds \$783,565.22 additional fees may apply if required based on 15% fee	

## 5. Approach to the Additional Work

We have the original set of drawings that were being developed at the end of 2022. These drawings contain notes regarding the exterior finishes, windows, masonry foundations and chimneys, northeast porch. The set was almost 75% complete and will be used as the base to describe the various areas of new work. At the site we have siding stored in the Storage building and access with the three scaffold towers to the east, west, and north gable ends. We would plan to spend additional time on site to evaluate the existing conditions of the various components of the exterior wood details, the windows and check for flashings and joint details. If weather cooperates, we would plan to visit the site on Wednesday, January 24th, 2024 prior to our meeting Thursday afternoon, January 25th, 2024.

The scopes of work and sequence would be as follows:

### Exterior Building Envelope

1. Central Pavilion wood cladding + Windows W14, 16, 17, 18, 19, & 20 + Door D4 + Shutters + Flashing Details + Eavestroughs (North Porch and high roof) + Painting + Dining Room Chimney and Screen Protection
2. East Gable End wood cladding + Windows W11 & 12 + Flashings + Painting
3. West Gable End wood cladding + Roof Returns + Flashings + Painting + Parlour Chimney and Screen Protection
4. South Elevation East and West Annexes wood cladding + Windows W5, 7, 8, 9, & 10 + Shutters + Flashing Details + East Eavestrough + Painting + Kitchen Chimney + Fire Brick Liner Repairs in Kitchen Hearth
5. North Elevation East and West Annexes wood cladding + Window W13 + Shutters + Flashing Details + East Eavestrough

### Masonry Foundations & Above Grade Repainting

6. East Foundation Wall + Parging + Weepers + Above Grade Repainting + Window W3
7. West Foundation Wall + Parging + Weepers + Above Grade Repainting
8. Partial North Foundation Wall + Parging + Weepers + Above Grade Repainting in conjunction with work for Northeast Stairway Entrance
9. Regrading for east, west & north elevations following foundations with sodding.

### Interiors

10. Repairs to plaster ceiling in Ground Floor Dining Room
11. Basement parging and brick repairs.
12. Replacement of existing jackposts

We would anticipate focusing on completing the work at the high level first which will require the use of fixed scaffolding (Central Pavilion, West Gable End and East Gable End (Items 1 to 3 above) and issuing these for costing and if funding remains available, then continue to work through the additional items from the summary list above.

If there are any questions regarding this overall proposal, please do not hesitate to contact our office.

Yours truly,

<Donald Scott, signature>

Donald F. Scott, barch OAA CAHP LEED AP

**Acceptance of the Proposal:**

To indicate your acceptance of this proposed extension of the current scope of work, please sign where indicated below.

We in good faith have scheduled to begin the onsite review on Wednesday, January 24<sup>th</sup> 2024.

We look forward to the opportunity of working with the Essex Region Conservation Authority on the J.R. Park Homestead as the implementation of the recommendations tabled from the Condition Assessment.

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Date:

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Print Name:

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Signature:

Preliminary Additional Scopes of Work

January 17<sup>th</sup>, 2024

J. R. Park House (1842 Main Residence + 1900's Addition)			
Area of Work	Description	Additional Scope	Cost
Foundation Work (East, West and Partial North excluding area below north porch)			
Ex. Foundation (Above Grade) (476 sf) (50% Pointing)	Remove Portland Mortars & Repoint with Lime Mortars		
Ex. Foundation (Below Grade) (South Elev.)	Currently Underway		
Ex. Foundation (Below Grade) (455 sf) (North Elev.)	Excavate, cut joints, pointing, parging, drainage plane		
Basement Foundation Wall Window W4 (North Elev.)	Restoration with Consolidation and Dutchman Repairs		
Ex. Foundation (Below Grade) (455 sf) (West Elev.)	Excavate, cut joints, pointing, parging, drainage plane		
Ex. Foundation (Below Grade) (455 sf) (East Elev.)	Excavate, cut joints, pointing, parging, drainage plane		
Basement Foundation Wall Window W3 (East Elev.)	Restoration with Consolidation and Dutchman Repairs		
Chimney Work (East Kitchen Hearth, Kitchen Flue, Dining Room Chimney & Parlour Chimney)			
Kitchen Chimney firebrick repairs	Remove damaged units & place new firebrick (20 units)		
Kitchen Chimney above roof. Review & repoint	Cut & repoint joints. Provide scaffolding + review cap		
Dining Room Chimney. Repoint chimney & vault	Cut and repoint joints & vaulted cap + scaffolding.		
Dining Room Chimney Screen	Metal screen to resist rodent access to flue. (Allow)		
Parlour Chimney. Repoint chimney & vault	Cut and repoint joints & vaulted cap + scaffolding.		
Parlour & Dining Room Chimney screen	Metal screen to resist rodent access to flue. (Allow)		
Wood Cladding, Base, Corner Boards, Freize Boards & Trims (East and West Pavilions) (Prep, Restoration & Paint)			
Wood Cladding: Scaffolding for Exterior walls (Allow)	Scaffolding for Annexes + Gables for Restoration (3 mo)		
Wood Cladding: Scraping and sanding surfaces	All clapboard siding & corner boards (2,334 s.f.)		
Wood Cladding: Baseboard renewal (238'-0" l.f.)	Clean & repair (Consolidate, dutchman & replace 33%)		
Wood Cladding: Corner boards renewal (Allowance)	Repairs (Consolidate, dutchman & 33% replacement)		
Wood Cladding: Siding renewal. Epoxy repairs	Siding to siding / siding to windows & siding to corners		
Wood Cladding: Siding renewal. Dutchman repairs	Replace 2'-0" board length (1800 joints)		
Wood Cladding: Clapboard Siding board replacement.	Replace boards with 33% deterioration (200 l.f.)		
Soffit Cornice: East Wing: Cornice Trim Restoration	Install south cornice trim & repair north cornice trim.		
Wood Siding: Painting. All walls, fascia & soffits, Frieze boards, base board, and all window trims	Clapboard siding, roof edges & trim. (1,350 s.f.)		
Ground and Second Floor Window Restoration + Second Floor Doorway D4			
Ground Floor Windows No. 9 in Kitchen 106	Bottom rail: upper sash & consolidation on sill & jambs		
Ground Floor Windows No. 10, 11, 12 Office 107	Consolidation and dutchman repairs (3 units)		
2 <sup>nd</sup> Floor Windows No. 16, 17 Rm. 203 & 204)	South Exposure: Consolidation and Dutchman + Sill repair		
2 <sup>nd</sup> Floor Door No. D4 in Bedroom 204	South Exposure: Weatherstripping + louvre or storm door		
2 <sup>nd</sup> Floor Windows No. 18, 19 & 20 (Rm. 201, 202)	North Exposure: Consolidation and Dutchman + Sill repair		
Shutter repair for six window openings	Frames, blades and Hardware		
Wood Cladding, Base, Corner Boards, Frieze Boards, Denfils, Crown Mouldings (Central Pavilion) (Prep, Restoration & Paint)			
Scaffolding for Central Pavilion Sides and Gable Ends	Scaffolding surrounding Central Pavilion (Allow).		
Soffit, Cornice, Siding for East & West Side Walls	Scrape, clean & complete restoration (600 s.f.)		
South Pavilion Gable: Cornice Restoration (Allow)	Scrape & clean Cornices, repair & paint (350 s.f.)		
North Pavilion Gable: Cornice Restoration (Allow)	Scrape & clean Cornices, repair & paint (550 s.f.)		
Wood Siding: Painting. All walls, fascia & soffits, Frieze boards, base board, and all window trims	Clapboard siding, roof edges & trim. (1,500 s.f.)		
Northeast Stair and Landing Renewal: Coordinate with siding and foundation renewal. (Part Demolition & Reconstruction)			
Northeast Stair: Decking, railing and staircase	Replace decking. Rebuild railing & stair & paint. (Allow).		
Northeast Stair: Structural framing replacement.	Replace damaged members with PT Framing members.		
Plaster Ceiling Repairs in Dining Room for Water Damage from Door D4			
Eavestrough Renewal and Restoration: East Annex Wing both sides and 2 <sup>nd</sup> Floor (Allowance)			
Subtotal of Preliminary Costing for Additional Scope of Work			
13% Harmonized Sales Tax			
Preliminary Costing for Additional Scope of Work + 15% Contingency + 15% Contractor's Markup + 13% HST			

Order of Issuance: Central Pavilion siding, windows, doors and louvres + Cedar Eavestroughs.  
Two Annexes siding, windows, doors and louvres + Cedar Eavestroughs.  
Foundations, and Chimney Repairs and North East Stair Entrance