

**Village of Innisfree
Special Council Meeting
Innisfree Council Chambers, Innisfree AB
October 07, 2021 @ 2:00 PM**

1. Call to Order
2. Agenda
 - a. Adoption of Agenda
3. New Business
 - a. 2021 Asphalt Rehabilitation Revised Quote/Asphalt Disposal
4. Adjournment

Request for Decision (RFD)

Topic: 2021 Asphalt Rehabilitation Revised Quote/Asphalt Disposal
Initiated by: Council
Attachments: Revised Quote – Spectre Systems

Purpose(s):

1. To review the revised quotation for the 2021 Asphalt Remediation Project, as per Council direction in the September 21st, 2021 Council meeting for the following areas:
 - a. across from Innisfree Market Garden (culvert repair/install),
 - b. 51st Street & 51st Avenue (S Intersection) and
 - c. 52nd Street & 50th Avenue (N Intersection).
2. To review proposals for the disposal/removal of the excavated materials

Background:

1. Council reviewed two quotes for the Asphalt Remediation Project at the September 21st, 2021 Council Meeting.
 - a. Both quotations received included an additional remediation area, in the intersection of 52nd Street & 48th Avenue, which, in the accepted Spectre Systems quote, totaled \$9,300.
2. Council approved the following motion to accept the Spectre Quotation with the exclusion of the additional remediation area, thus triggering the “General” section of the Terms & Provisions of the quote whereby the contractor revisits the terms and conditions of the contract per the reduced contract opportunities:

“...that Council approve Spectre Systems Quote dated August 20, 2021, for the following specified areas in the amount of \$20,950:

1. 50 Street (North) – Culvert Installation
2. 51st Avenue & 51st Street (Intersection)
3. 50th Avenue & 52nd Street (Intersection)

Furthermore, the Council direct Administration to contact Spectre systems regarding the removal and disposal of the excavated material.

And further, that a portion of funding being allocated under Federal Gas Tax Fund Application GTF-516 (\$4,000.00) and the remaining cost be funding from 2021 Operating Budget.”

Key Issues/Concepts:

1. The revised quote was received, with the project changes, increasing the costs from \$20,950 to \$24,575 (a 17.17% increase or \$3,626)
2. The Village is responsible for the disposal of all material excavated during the term of this contract. The Contract does not include milling/crushing. The following scenarios were considered:

- a. The Two Hills Regional Waste Management Authority – roll-off bins, trucking and tonnage was estimated to be approximately \$8,500+ to haul the material to the THRWMA landfill.
 - i. The THRWMA Manager referred Administration to the Town of Two Hills Public Works Department as the Town is always seeking product for some of their projects.
 - ii. The Town of Two Hills PW Manager cited the trucking costs would be cost prohibitive to transport the product that far.
 1. Proposal for a Different Approach to “Used” Asphalt Use:
 2. He recommended, (the practice the Two Hills uses,) to stockpile the asphalt product in a large enough area to contract an asphalt crushing company to come and crush the product, to stockpile it and reuse it on future infrastructure remediation projects instead of buying and trucking more product in. (The milled/crushed size should be 1” per the Town of Two Hills PWM.)
 3. In 2021 Two Hills performed quite a bit of road & sidewalk infrastructure remediation and stockpiled quite a bit of that asphalt for crushing. Their work completed, also utilized a substantial amount of reclaimed, crushed asphalt that was used as the road base, in lieu of gravel. However, the Town ran out of money to complete the 2021 Public Works’ Asphalt Crushing contracts and had to discontinue the work and will be seeking a crusher again for 2022. (The Town usually crushes asphalt about every two years.)
 4. Two Hills’ 2021 Crushing Contract was set at \$13 per tonne. With the current project that the Village is considering, *it would have equated to* \$13 x 110 tonnes = \$1,430.
 5. The cost to purchase asphalt millings for road work this year was \$90/tonne.
 6. A Crushing Contract could also include the crushing of the pile of cement stockpiled on the west side of the Village, that the Village wants to clean up, (providing there is no rebar in the materials.) Crushed cement can be used for the road base in lieu of purchasing gravel when remediating roads.
 7. The Spectre Systems’ quote cites that the Village would supply a “dump site” within 3 kms of the Village; Spectre Systems will transport the material that distance.
 8. The Village’s land described as the Innisfree Transfer Station, has substantial land area and is within the 3 km distance. Per the Two Hills PWM, a crusher requires an approximate 200 feet wide working area.
 9. The Town of Two Hills would be willing to coordinate a contract for a crusher with the Village of Innisfree in 2022 and have the work performed. This may reduce contractor expenses for both parties, having the work for a contractor within a smaller geographic area.
- b. County of Minburn Public Works Department – as the material will not be milled, the County was not interested in the materials, however they recommended several other options:
 - i. Town of Vegreville – the Town collects asphalt & schedules the material to be crushed/milled annually and uses the product in their back alleys.
 1. The Town PWF advised the cost to haul the Village’s Remediation Project Excess Materials would be at least \$90 per tonne; not financially feasible for the Town to accept.

- ii. Border Paving – sources material to mill and reuse in their projects and they are working in the Vegreville area.
 1. Border Paving advised they would have accepted the excavated material; however the distance made the transaction cost prohibitive.
 2. The Border Paving Rep stated that the asphalt material is currently \$600 per tonne and gravel is at \$20 - \$25 per tonne, plus trucking charges.

Options:

1. That Council approve the revised Asphalt Remediation Project Quote from Spectre Systems Ltd. per the Terms listed at \$24,575, Further that Council approve Administration’s recommendation to direct Spectre Systems Ltd. to transport the excavated material to the Innisfree Transfer Station.
2. That Council dismiss the revised Quote for Asphalt Remediation Project from Spectre Systems Ltd. and direct Administration to re-advertise the project for the 2022 construction season.
3. That Council direct Administration in another manner.

Financial Implications:

1. The revised Quote increases the budget by \$3,626. The Contract’s General Notes also include the following costs if extra work is required:
 - a. Additional gravel for base repairs/soft spots will be charged at \$50/tonne.
 - b. Any water valves requiring lifting/adjusting will be charged at \$550 each.
 - c. Any manholes requiring lifting/adjusting will be charge at \$750 each.
 - d. Any hydrovac trucks required, to expose buried utilities will be charged at cost plus 10% of charged rates.
 - e. Any work deemed to be outside the scope of the contract will be deemed extra & charged at force account rates (supplied to the Village before the extra work commences.)

Relevant Policy/Legislation:

1. MGA Sections: 248 – Expenditure of money; Sections 283.1(1-6) Financial & Capital Plans
2. 10, 20, & 30 Year Capital Plan
3. 2021 Capital Plan

Political/Public Implication(s):

1. Strategic Plan Priority # 2 – Safe, Healthy and Fun Community.
2. Strategic Plan Priority # 3 – Ensure Viability
3. Regular maintenance of municipal roadways is always appreciated by the public.

Recommendation:

That Council approve the revised Asphalt Remediation Project Quote from Spectre Systems Ltd. per the Terms listed at \$24,575.

Further that Council approve Administration’s recommendation to direct Spectre Systems Ltd. to transport the excavated material to the Innisfree Transfer Station.

SPECTRE SYSTEMS

A DIVISION OF 1932275 AB LTD

PO BOX 12
MUNDARE, AB TOB 3H0
PH: 780.239.4321

WCB: 8352873

EMAIL: ed@spectresystems.ca

GST: 790330898

Date: **OCTOBER 6, 2021**CONTRACT: **#21-01-370A**Owner: **VILLAGE OF INNISFREE**Project: **2021 ASPHALT PATCHING REPAIRS (REVISED)**

Item	Description	Quantity	Unit	Unit Value	Contract Value
1.0	MOBILIZATION	1	Lump	\$0.00	\$0.00
2.0	ASPHALT PATCHING (HD)				
	A.) INNISFREE MARKET GARDEN (CULVERT REPAIR)	32	m2	\$150.00	\$ 4,800.00
2.1	Saw cut/cold mill perimeter of repair area (where required)				
2.2	Excavate & remove 100mm of current failed/base material				
2.3	Shape & compact existing gravel base				
2.4	Prime/tack oil coats (SS-1 hot emulsified)				
2.5	100mm Hot mix ACP (Alberta Transportation M1 spec, or equivalent)				
3.0	ASPHALT PATCHING (SWALE/DRAINAGE REPAIR)				
	A.) 51 ST & 51 AVE (S INTERSECTION)	65	m2	\$175.00	\$ 11,375.00
	B.) 52 ST & 50 AVE (N INTERSECTION)	48	m2	\$175.00	\$ 8,400.00
3.1	Saw cut/cold mill perimeter of repair area (where required)				
3.2	Excavate & remove 400mm of fail surface/base material				
3.3	Subgrade preparation (as required)				
3.4	Supply & place non woven geotextile <i>*optional @ \$5/m2*</i>				
3.5	300mm GBC (Alberta Transportation 2-20/25 spec, or equivalent)				
3.6	Prime/tack oil coats (SS-1 hot emulsified)				
3.7	100mm Hot mix ACP (Alberta Transportation M1 spec, or equivalent)				
4.0	CONTRACT TOTAL				\$24,575.00

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General Notes:

1. A no charge water supply & equipment lay down area will be made available to Spectre Systems, while the job is being completed.
2. The Village of Innisfree will supply a dump site for all material removed from the project, within 3km of the work areas.
3. Spectre Systems reserves the right to reprice the project, if any of the items/quantities are deleted or modified. If any changes are to be made, representatives from Spectre Systems & the Village of Innisfree will review them before the project begins.
4. No mobilization will be charged, as Spectre Systems is local to the area.
5. ACP & GBC will be hauled to site using full & legal loads. If road bans are in place &/or trucks must haul using less than full loads, Spectre Systems reserves the right to reprice the work.
6. If any additional gravel is required for base repairs/soft spots, it will be supplied & placed at \$50/tonne.
7. Any water valves that require lifting/adjusting will be charged at \$550 each. Any manholes that require lifting/adjusting will be charged at \$750 each.
8. Any hydrovac trucks required, to expose buried utilities, will be charged at cost plus 10% of charged rates (if applicable).
9. Any work that is determined to be outside of the scope listed above will be deemed extra & charged at force account rates (supplied to the Village of Innisfree, before the extra work commences.)

ACCEPTANCE

SPECTRE SYSTEMS (1932275 AB LTD)

VILLAGE OF INNISFREE

SIGNATURE c/s

SIGNATURE c/s

ED SHEPEL- DIRECTOR
I have the authority to bind the Corporation

I have the authority to bind the Village

The conditions printed on the following sheet are a part of this Contract. No other terms, conditions, or obligations will govern unless specifically accepted by SPECTRE SYSTEMS.

TERMS AND PROVISIONS OF QUOTATIONS AND CONTRACT

1.0 Responsibilities of Spectre Systems (SS)

- 1.1 SS shall conduct the work in a good, workmanlike, & timely manner. However, in no event shall SS be responsible for the following:
- Liability for damage to sidewalks, driveways, or other property in the vicinity of the work site.
 - Damage to underground utility lines or services where location of these underground lines or services was the responsibility of the Customer. Or where underground lines and services were located by the Customer, but found by SS to be in different locations. Or for any damages which may occur as a result of the utility lines and services being improperly located. Or where underground lines/services are installed to an inadequate depth.
 - Growth of vegetation through the finished asphalt surface.
 - Damage to the asphalt surface caused by high unit loading, e.g. bicycle or motorcycle kickstands, ladders, trailer hitch jacks, ect.
 - Asphalt surface depressions, settlements or failures caused by soil consolidation in trenches, near basement walls or underground tank installations.
 - Ponding of water or "bird baths" in the asphalt where the designed slope is less than two percent (2%) grade. Or where the elevation of existing structures such as sidewalks, lanes, floor slabs, ect, which the asphalt must match are such that this minimum 2% grade cannot be attained.
 - Asphalt surface deflection and/ or failure or any problem resulting from or caused by frost action.
 - Damages cause to surfaces in the vicinity of the site from the tracking of asphaltic materials such as tack, prime or seal coat material.
 - Delays in the construction of the Work caused by a lack of available equipment and personnel, transportation, road bans, strikes, accidents, acts of god or any cause beyond the control of SS.

2.0 Customers responsibilities

- 2.1 The customer shall be responsible for the following:
- Provision of suitable, (in the sole opinion of SS) access roadways (taking into consideration road restrictions, ect.), & entrance points of delivery for trucks and other equipment necessary to perform the work.
 - Prior to commencement of the work, to locate and mark all underground utility lines and services at the location of the work (Unless otherwise specified).
 - To notify SS of all areas of the work site that has previously exhibited load bearing capacity problems.
 - To notify SS of all sub-surface conditions known to the Customer which may have a bearing on the work.

3.0 Contract price(s) and payment

- 3.1 In the event that this Contract is not accepted within thirty (30) days of the date there of, SS may amend and revise the amounts quoted.
- 3.2 Unless this Contract specifically states a lump sum price, contract pricing will be based on the actual area and/or volume of work and/or materials supplied using the unit price(s) quoted.
- 3.3 The contract price shall be due and payable upon receipt of invoice by the customer. SS, in its sole discretion, may invoice the Customer as the work progresses.
- 3.4 The customer shall pay interest on all unpaid invoiced amounts from the 30th day following the date of invoice to the date payment is received, at the rate of twenty four (24%) percent per annum.
- 3.5 Notwithstanding any other provisions here in contained, this quotation is subject to SS, in its sole discretion, approving the credit of the customer.
- 3.6 The contract price(s) as invoiced by SS shall be paid without claim of set-off. (Counterclaim or deduction of any nature for any cause whatsoever.)
- 3.7 Prices listed above do not include GST, PST or other applicable taxes.

4.0 Conduct of the work – delays

- 4.1 SS shall commence the work as soon as weather conditions & its work schedule shall allow.
- 4.2 In the event of poor weather or as a result of other commitments, SS, in its sole discretion, may stop the construction of the work at any time.
- 4.3 When included in this Contract, the Emulsion-Sand Slurry Sea Coat, other sealant or crack filling shall be done at SS's convenience and/or when weather conditions allow. Sealing or Crack filling which is not completed before October 1st in any year shall be completed in the following year, taking into consideration weather and SS's schedule.
- 4.4 Unless otherwise specified & notwithstanding that the customer may have accepted this Contract in compliance with Paragraph 3.1 above, in the event the Work has not been started/or completed within a reasonable time following the date of acceptance, SS may increase the quoted prices(s) as a result in an increase in costs of labor, materials, & equipment required for the Work which have occurred following the date of the Contract.

5.0 Warranty

- 5.1 Subject to the following exceptions, SS warrants the work and materials supplied by SS including, without limitation. Hot Mix Asphalt, for a period of one (1) year from the completion day of the work.
- 5.2 SS does not warrant the work:
- Where there is deflection and/or deterioration of the Hot Mix Asphalt due to base and/or sub-base failure, where that base or sub-base has been constructed by someone other than SS.
 - Where the base has not been designed by experts, and SS shapes & compacts the existing base to specifications, including, without limitation, contours and elevations specified by the Customer.
 - Where the base, sub-base, or sub-grade materials is placed by others or its placement is supervised by others.
 - Where the Customer fails to follow the recommendations of SS regarding construction of the base, sub-base, &/or Hot Mix Asphalt.
 - In the event that the Work is subjected to loads for which it was not designed.
- Please note that the shaping of an existing base by SS for the purpose of placing Hot Mix Asphalt shall not be considered as construction of the base.

6.0 General

- 6.1 In the event that the Customer requests testing after Contract acceptance to verify the advice or opinions of SS, the testing shall be arranged by SS at the sole cost of the Customer.
- 6.2 All changes in the Work or Extra Work, whether specified by the Customer or at the Recommendation of SS, shall be at the expense of the Customer and will be in addition to the contract price(s).
- 6.3 Neither SS nor the Customer shall assign this Contract or any part thereof without the prior written consent of the other, which consent will not be unreasonably withheld.
- 6.4 This Contract shall ensure to the benefit of and be binding on the heirs, executors, administrators and permitted assignees of the parties.
- 6.5 In the event that the Customer & SS should enter into a conflict of the performance of the Work, the Customer & SS agree that the Terms and Provisions of this Contract supersede any verbal agreements & the parties shall be bound accordingly.
- 6.6 If any of the instu soils or other materials that are required to be removed from the site by SS are contaminated or polluted, within the meaning of any applicable Statutory (Federal, Provincial or Municipal) Laws; any additional costs of handling or disposing of such soil or other materials as a result of said contamination or pollution will be at the sole expense of the Customer.

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