



TOWNSHIP OF MACHAR

Always in Season

EAGLE LAKE NARROWS BEACH SHORELINE PROTECTION

Township of Machar

Short Form Tender Document

RFT-423390-2

Tender Closing

March 27, 2025
3:00 pm

LATE TENDERS WILL NOT BE ACCEPTED

File:

423390

Date:

**February 24,
2025**

Prepared by:

Tatham Engineering Limited
645 Veterans Drive, Unit D
Barrie, Ontario L4N 9H8

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Prepared for:

Township of Machar
73 Municipal Road North
South River, Ontario P0A 1X0

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Appendix A: Special Provisions

Drawings

KP-1	Eagle Lake Narrows Shorewall Works Location Plan	1	Tatham Engineering Limited
SH-1	Eagle Lake Narrows Shoreline Stabilization	1	Tatham Engineering Limited

1 General Information

1.1 LOCATION OF WORK

The location of the work is within the Municipal Park at Eagle Lake Narrows in the Township of Machar. The location of the work is shown on the attached Drawing KP-1 and described as follows:

- Approximately 125 m of sandy shoreline of Eagle Lake located on the south side of Eagle Lake Road and east of the Eagle Lake Narrows Bridge.

1.2 SCOPE OF WORK

The work consists of the construction of a natural limestone or granite (armourstone) block shoreline protection structure to address shoreline erosion. The general scope of work is as follows:

- Shorewall construction includes:
 - Remove and dispose of existing wooden stairs.
 - Remove 3 trees within the work area.
 - Prepare subgrade as specified to receive base course.
 - Construct armourstone wall, including 4 sets of limestone or granite block stairs.
 - Supply and install subdrain with positive outlet to the lake.
 - Backfill wall as specified to reinstate existing ground.
 - Reinstall existing park area with native sand.
 - Construct walkway with precast concrete slabs.

1.3 LIST OF DRAWINGS

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

Drawing		Rev	Prepared by
KP-1	Eagle Lake Narrows Shorewall Works Location Plan	1	Tatham Engineering Limited
SH-1	Eagle Lake Narrows Shoreline Stabilization	1	Tatham Engineering Limited

1.4 OFFICE OF THE CONSULTING ENGINEER & PROJECT MANAGER

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

Tatham Engineering Limited
645 Veterans Drive, Unit D
Barrie, Ontario L4N 9H8

Amanda Kellett, P.Eng.
705-733-9037 ext 2042
akellett@tathameng.com

1.5 TENDER SUBMISSION

Hard copy tender submissions are to be sealed in an envelope bearing the Tender number and name of the bidder.

Tenders WILL NOT be accepted by email.

The lowest or any Tender will not necessarily be accepted.

1.6 TENDER CLOSING

Tenders will be received at the office of the Township located at 73 Municipal Road North, South River, up to the Closing Date and Time noted below. Each Tender will be marked with the time and date it is received.

March 27, 2025

3:00 pm

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

2 Conditions of Tender

2.1 OPS GENERAL CONDITIONS OF CONTRACT

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

2.2 PERMITS & APPROVALS

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

2.3 TENDER SECURITY

A Tender Security document is required to accompany the tender in the amount of:

\$30,000

The Tender Security is to be made payable to the Owner and can be issued in one, or a combination, of the following:

1. certified cheque;
2. bank draft;
3. money order;
4. irrevocable letter of credit; or
5. bid bond (CCDC 220 - 2002).

The Bidder agrees that, if they should withdraw their Tender or fail for any reason to execute the agreement or provide the required documents, the Owner may retain the Tender Security for the use of the Owner and may accept any other Tender, advertise for new Tenders, or not accept any Tender as the Owner deems advisable.

The Tender Securities for the Successful Bidder shall be retained until the proposed works are completed as per the Contract. Once the contract has been substantially performed, the Contract Administrator will orchestrate the release of the securities back to the Contractor.

2.4 DURATION OF TENDER

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

2.5 WARRANTY

The Contractor guarantees that with ordinary wear and tear, the Work shall, for a period of 12 months from the Date of Substantial Performance of the Work or where there is no Substantial Performance Certificate, of 12 months from the date of completion of the Work as set out in the Completion Certificate, or such longer periods as may be specified for certain materials or Work, remain in such condition as will meet the approval of the Contract Administrator, and that the Contractor will upon being required by the Contract Administrator, make good in permanent manner, satisfactory to the Contract Administrator, any imperfections due to materials or workmanship used in the construction of the Work. The decision of the Contract Administrator is to be final as to the nature and cause of such imperfections and the necessity for remedying same. Should the Contractor fail to comply with the directions of the Contract Administrator, the Contract Administrator may, after giving the Contractor 24 hours written notice perform the necessary work, and the cost thereof may be deducted from the Contractor or their Surety jointly or severally in any court of competent jurisdiction as a debt due to the Owner. If the Contract Administrator notifies the Contractor in writing of imperfections prior to the termination of the Warranty Period, then the Contractor shall make good the imperfections as specified above, notwithstanding that the Work may commence after or extend beyond the end of the warranty period.

2.6 INSURANCE

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

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

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

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

In addition to the above requirements, if blasting operations are used in the Contract, the Contractor shall take out and keep in force an insurance policy providing coverage for

blasting operations to the same limits as set out in the OPS General Conditions of Contract including coverage, as indicated above.

2.7 START WORK DATE

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

September 2, 2025

2.8 SUBSTANTIAL PERFORMANCE DATE

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

November 7, 2025

2.9 COMPLETION DATE

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

November 21, 2025

2.10 LIQUIDATED DAMAGES

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

- .01 a) It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed by the Completion Date, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the Owner the sum of \$500 for liquidated damages for each and every working day delay in finishing the work in excess of the dates of completion prescribed. It is agreed that this amount is an estimate of the actual damage to the Owner which will accrue during the period in excess of the completion dates stipulated. In addition to the above amount per day Liquidated Damages charge, the Contractor shall pay to the Owner in respect of additional site supervision, office supervision and administration caused by the delay in finishing the Work in excess of the completion dates stipulated.

- b) The Owner may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

2.11 CONSTRUCTION ACT

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

2.12 MEASUREMENT FOR PAYMENT

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

2.13 AGREEMENT

The selected Contractor will be requested to enter into an agreement as per Section 5.

2.14 FORCE MAJEURE EVENT

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

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

- natural disasters;
- acts of war;
- pandemics;
- acts of God;
- strikes;
- labour disputes;
- severe weather disruption;
- riots;

- insurrection and terrorism; or
- other declared emergencies.

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

3 Schedule of Items & Prices

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SECTION 1		<u>ARMOURSTONE WALL</u>				
1.01	SP2	Mobilization/Demobilization	Ea.	1		
1.02	SP3	Tree Removal	Ea.	3		
1.03	SP4	Remove and Dispose of Existing Wooden Stairs	LS	1		
1.04	SP5	Environmental Protection	LS	1		
1.05	SP6	Armour Stone Wall with Granular 'A' Fill Material and Clear Stone Bedding	m ² (face)	160		
1.06	SP7	Terrafix 600R Filter Fabric or Approved Equivalent	m ²	670		
1.07	SP8	150mm Perforated Subdrain with Clear Stone Bedding Wrapped in Filter Fabric	m	115		
1.08	SP9	19 mm Crushed Stone Splash Pad	tonne	62		
1.09	SP10	200-400 mm dia. Granite Toe Boulders	tonne	23		
1.10	SP11	Imported Beach Sand	tonne	77		
1.11	SP12	Precast Concrete Slab Walkway (Provisional)	m ²	13		
1.12	SP13	2.4m Wide Limestone or Granite Slab Stairs	Ea.	4		
1.13	SP14	Site Restoration	LS	1		
1.14	SP15	Remove, Store and Reinstall Playground Equipment and Park Furniture (Provisional)	LS	1		
1.15	SP16	Disposal of Excess Fill or Unsuitable Fill - Table 2 and Table 3 Quality - Residential/Parkland/Institutional Property Use (Provisional)	m ³	90		
1.16	SP16	Disposal of Excess Fill or Unsuitable Fill - Table 2 and Table 3 Quality - Industrial/Commercial/Community Property Use (Provisional)	m ³	90		
1.17	SP16	Disposal of Excess Fill of Unsuitable Fill to Waste Facility (Provisional)	m ³	90		
		15% Contingency Allowance				
TOTAL TENDERED PRICE EXCLUDING HST						

4 Quoted Price

To: Township of Machar
73 Municipal Road North
South River, Ontario P0A 1X0

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

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

in
words

in
numbers \$

This Quote is submitted by:

Company Name: _____

Address: _____

Telephone: _____

Email: _____

HST Registration: _____

Name & Title: _____

Signature of Bidder: _____

Date: _____

Company Seal:

5 Agreement

This Agreement made in triplicate on _____ by and between:

Contractor: _____

And

Owner: _____

WITNESSETH

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

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

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

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

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

Signed & Sealed by the Contractor

Signature _____
I have the ability to bind the corporation

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Signed & Sealed by the Owner

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

Name _____

Title _____

Date _____

Witness
Signature _____

Name _____

Date of Tender Submission

Total Tender Price

Contractor's HST No.

Appendix A: Special Provisions

Special Provisions

These Special Provisions are based on Ontario Provincial Standard Specifications. The Standard Specifications together with the following Special Provisions shall apply to this Contract. The Special Provisions shall take precedence over the Standard Specifications.

The Work under this Contract shall include all work within the Limits shown on the drawings and in addition shall include the work on private property where required such as the grading of boulevards. The Engineer shall obtain permission to enter such properties when required.

SP1 GENERAL WORK

SP1.1 Scope of Work

The Contractor shall perform all the general work covered by the following specifications.

SP1.2 Schedule of Work

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

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

- Mobilization
- Shorewall Construction
- Restoration
- Demobilization

SP1.3 General Liability & Automobile Liability Insurance

The Contractor shall provide insurance in accordance with the Conditions of Tender. Proof of this insurance must be provided to the Engineer, prior to commencing the Work.

SP1.4 Permits & Fees

The Township of Machar shall obtain all necessary permits and approvals required for this Contract and pay all respective fees.

SP1.5 Field Office

A field office is not required.

SP1.6 Layout Work

The Engineer shall provide the benchmark elevations and location for the Contractor.

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

The Engineer shall be notified 24 hours in advance of any layout work carried out and shall check same if they so desire. Checking of layout or failure to do so on the part of the Engineer in no way relieves the Contractor of full responsibility for construction to the proper location, alignment and grade.

SP1.7 Winter Work

No payment will be made for protection of the Work as required by these Specifications for Winter Conditions. The Contractor shall schedule their work to avoid placing concrete in Winter Conditions and to avoid freezing of granular material during the operations employing these materials.

SP1.8 Materials Supplied by the Contractor

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

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

SP1.9 Testing of Material

The Contractor shall submit samples of Granular materials within two weeks after award of the Contract for approval by the Engineer.

No material shall be placed until approved.

Routine tests on materials will be carried out by the Engineer at no cost to the Contractor. When routine tests indicate materials do not meet specification the Engineer will require documentary evidence to the effect that materials supplied by the Contractor comply with the terms of the Specifications. Such evidence must be provided by the Contractor in the

form of a certified copy of a laboratory report from a recognized testing company acceptable to the Engineer. The Contractor shall pay for the entire cost of such testing including sampling and shipping of samples.

SP1.10 Temporary Water & Power

The Contractor shall make arrangements for the supply of temporary water and power.

SP1.11 Existing Utilities, Water Mains & Sewers

The Contractor's attention is drawn to the presence of underground and overhead utilities, sewers and water main in the area of the Contract.

The Contractor shall be responsible for obtaining information in regard to the exact location of buried utilities, sewers and water mains including existing service connections. This shall include excavation of inspection holes if necessary.

The Contractor must exercise necessary care in construction operations to safeguard utilities, water mains and sewers from damage. The Contractor will be liable for all damage to same occurring within or outside the Contract Limits caused by their operations.

The Contractor is hereby warned that the existing telephone and electrical cables will remain in their existing locations. Excavation in the vicinity of gas mains and telephone cable may require lighter machines and in some case handwork.

If a permanent relocation or replacement of an existing utility or existing sewer becomes necessary, at the discretion of the Engineer, during the Work the Contractor shall co-operate with the Owner's forces or the Utility Company to allow them the opportunity to make the necessary alterations to their plant.

The Contractor shall be required to provide for maintenance of traffic around work performed by others by means of signs, lights, barricades and flagmen as required.

In the event that all necessary permanent relocations of utilities have not been completed prior to the time when the Contractor commences the Work, the Contractor will be required to co-operate with the Utility Companies and work around the utilities so that the existing services are protected until such time as such relocations are completed

It shall be the Contractor's responsibility to contact all Utility Companies regarding their scheduling of work.

SP1.12 Dust & Silt Control

The Contractor will be responsible for dust control at all times during construction by watering and calcium application as directed by the Engineer. No separate payment will be made for calcium and water but shall be part of the General Work of the Contract.

The Contractor shall make provision for maintenance of the internal roads and municipal roadway during weekends and other non-working days, including street cleaning and placing water and calcium chloride for dust control, as instructed by the Engineer.

The Contractor will be responsible for sediment control during construction by sealing of all catch basin inlets and providing temporary drainage swales equipped with sediment control devices. This work shall be part of the General Work of the Contract.

The Contractor shall be responsible for mud tracked off the site. The mud mats used to stop mud tracking off site shall be maintained throughout the construction and any mud/soil tracked off site shall be cleaned as required to keep external road systems clean and safe for all traffic.

SP1.13 Disposal of Materials

The Contractor shall dispose of all waste surplus materials in the areas approved by the Engineer. The Contractor shall be responsible for all work and costs involved in disposing waste or excess material including trucking, access roads and levelling. All work shall be in accordance with OPSS.MUNI 180.

SP1.14 Traffic Control

The Contractor must cause as little interference as possible to vehicular and pedestrian traffic, with work scheduled to keep routes around or through the road open to local traffic and emergency services. Except during material delivery and unless otherwise approved by the Contract Administrator and/or Municipality in writing, 2 lanes shall be maintained on Eagle Lake Road. Unless otherwise approved by the Contract Administrator and/or Municipality in writing, excavations within 3 m of lanes carrying traffic shall be backfilled with the specified material up to subgrade elevation and compacted prior to closing down operations at the end of every workday. All methods of traffic control must meet with the acceptance of the Contract Administrator.

Traffic control shall be as per the current Traffic Control Manual for Roadway operations by the Ministry of Transportation. Detours shall only be implemented when approved in writing by the Engineer and will require full signage as approved by the Engineer.

The Construction and warning signs shall be well lit at night with battery operated flashing amber lights or other means approved by the Engineer.

The Contractor shall provide a watchman or other suitable employee to inspect and maintain the detour signs, barricades and pedestrian ramps on weekends and other times when the Contractor is not working.

The Contractor shall provide an adequate number of flagmen to direct traffic at all times during construction as approved by the Engineer.

Access to the site by emergency vehicles must be maintained at all times.

SP1.15 Fencing

Snow fence shall be erected in areas where there exists, in the opinion of the Engineer, a danger to pedestrian or vehicular traffic. No separate payment will be made for fencing but shall be part of the General Work of the Contract.

SP1.16 Existing Water System

The Contractor shall not operate existing valves or hydrants without written authorization of the Municipal Operating Authority. The Contractor is responsible for suitable notification to all parties affected by an interruption in water source.

SP1.17 Tree Protection

The Contractor shall protect trees and tree root systems in proximity to the subject site and shall take due care when using equipment next to trees. Should the Contractor damage a tree or tree root system, the Contractor shall be responsible for replacing the damaged tree with the same species and/or shall provide monetary compensation for the value of the tree (to be determined by a certified arborist based on age and condition prior to construction), at the Owner's discretion.

SP1.18 As-Built Drawings

The Contractor shall provide as-built drawings and information through the course of the work ready for review by the Contract Administrator at any time. The drawings and information shall be reviewed with every progress claim, and shall include:

- A clean set of "approved for construction" with red line revisions showing the as-built information.
- Drawings shall be signed by the author.
- Drawings may be accompanied by digital record.
- Swing ties shall be at least two measurements from other surface elements (ie, hydrants, structures, utility poles, property bars, etc.).

SP1.19 Safe Working Practices and Contingency Planning During COVID-19 Pandemic

Upon award of the Contract and prior to any work being undertaken, the Contractor shall provide the Contract Administrator with a detailed policy outlining the safe working

practices to decrease potential hazards of exposure and/or contamination during the COVID-19 Pandemic. The policy may include, but is not limited to the following information:

- Responsibility of the Project Manager, Site Supervisors, Foreman, Operators and Labourers.
- Responsibility of all employees to be aware of all federal/provincial/municipal health authorities' policies, procedures and orders, as well as any relevant changes to the Occupational Health and Safety Act.
- Requirements for the use of applicable personal protective equipment, including a summary of the supplies and equipment that will be made available.
- Revisions to working protocol, as required to adhere with current federal or provincial guidelines, including, but not limited to separation requirements, disinfection of equipment, trailers, service vehicles, etc.
- Protocol for dealing with the public in the event it is required, such as the need for access to a home to confirm service locations.
- Changes to site or documentation protocol to protect the site in the event the site is shut down due to infection, government enforced shut down or other reasons associated with COVID-19.

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

The Contractor shall also provide a detailed contingency plan outlining how they will manage the site in the event that members of their project team or construction staff become infected with the COVID-19 virus or need to quarantine for any reason and/or in the event of a government or municipal enforced shut down. The contingency plan shall outline replacement staff and measures to be taken in the field to ensure the site is maintained and monitored in a safe condition.

The detailed COVID-19 safe working practices policy and contingency plan will be reviewed by the Contract Administrator and the Client and the Contractor shall update these documents to address comments and concerns throughout construction as required.

SP1.20 Measurement & Payment

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

SP2 MOBILIZATION AND DEMOBILIZATION

The scope of work shall include:

- All labour, equipment, and material required to transport and remove equipment and materials to and from the site, including removal and disposal of surplus and unsuitable materials.
- The supply, installation, maintenance, and removal of all temporary facilities and other items not required to form part of the permanent works and not covered by other items in the Schedule of Items and Prices.
- Reinstatement of all disturbed areas related to the mobilization and demobilization process to the satisfaction of the Contract Administrator.

Should the Contractor schedule their work in a manner that requires multiple mobilizations and periods of inactivity, there will only be payment for one mobilization and one demobilization, at the lump sum prices quoted. There will be no payment for additional instances of mobilization and demobilization.

There will be no measurement for payment.

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

SP3 TREE REMOVAL

The scope of work shall include:

- Safely remove and dispose of trees including stumps, roots, chipped or ground branches, etc. as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 180 and OPSS.MUNI 201.

The Contractor must be aware of and abide by the Migratory Birds Convention Act as it relates to harming migratory birds or destroying their habitat.

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

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

SP4 REMOVE & DISPOSE OF EXISTING WOODEN STAIRS

The scope of work shall include:

- Safely remove and dispose of existing wooden stairs as noted on the Contract drawings or as directed by the Contract Administrator.

Work to be in accordance with OPSS.MUNI 510.

There shall be no measurement for payment.

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

SP5 ENVIRONMENTAL PROTECTION

The scope of work shall include the following:

- The Contractor shall supply, install and maintain all environmental protection and mitigation measures including coffer dams, turbidity curtain, dewatering and other items as required to prevent the transportation of silt, sediment and other pollutants into waterbodies. Minimum measures required shall be in accordance with Ministry of Natural Resources and Forestry (MNR) and Department of Fisheries and Oceans (DFO) regulations or as directed by the Contract Administrator. The requirements of any permits issued for this project shall form part of this Contract and shall be strictly adhered to;
- Prior to initiating any construction, the Contractor shall submit to the Contract Administrator for review, detailed plans of their proposed methods for erosion and sediment control and dewatering as required to carry out the construction of the proposed works. These plans shall indicate all locations, materials, sequencing and methodology of the work. No work shall be carried out within waterbodies until the plans are approved by the Contract Administrator;
- All work to be in accordance with the DFO Regulations and the Ministry of Natural MNR fact sheet for working around water;
- The work area must be dewatered and maintained in a continuous dry state to allow construction work to proceed in the dry unless otherwise specified;
- Remove cofferdam when in water work has completed and sediment contained within the turbidity curtain has settled to the satisfaction of the Contract Administrator;

During construction, the disturbance of the waterbodies shall be kept to an absolute minimum and **in-water work shall be permitted only between July 15 and October 15.** There must be no pollution of the waterbodies by foreign materials of any kind including debris from construction. A designed refuelling area for construction machinery must be established away from the waterbodies.

Prior to moving any equipment on site, the contractor shall submit for review a Spill Contingency Plan and shall ensure that all required containment and clean-up materials remain on site at all times during the Contract with appropriate instructions for use.

Excavated materials shall be located away from the waterbodies and protected from erosion. Upon completion of the project, any temporary fill, refuse, etc. must be removed from the construction area and deposited in an approved disposal area away from the site. All exposed areas shall be reinstated and/or revegetated immediately after construction is completed.

All environmental protection measures shall be removed prior to completion of the contract.

Work to be in accordance with OPSS.MUNI 182, OPSS.MUNI 517 and OPSS.MUNI 805.

There will be no measurement for payment.

Payment for this item at the lump sum price shall be full compensation for all labour, material and equipment necessary to complete the work.

SP6 NATURAL LIMESTONE OR GRANTINE (ARMOUR STONE) BLOCK WALL

The scope of Work shall include:

- Supply new natural limestone or granite "armour stone" blocks, clear stone and Granular A backfill material.
- Install "armour stone" shore wall on a clear stone base, including excavation, filling and compaction of subgrade material, Granular A backfill and geotextile according to Contract Drawings
- Submit source of armour stone for approval by the Contract Administrator prior to delivery.
- Identify source of clear stone material for approval by the Contract Administrator prior to placement.
- Identify source of Granular A backfill for approval by the Contract Administrator prior to placement.
- Layout and mark shore wall and provide Contract Administrator with 48 hours' notice to review prior to base excavation and installation.
- Excavate base, dispose of surplus material on-site, and place subgrade
- Notify the Contract Administrator 48 hours in advance of the granular material placement, make the material available for testing and reasonably aid the Contract Administrator during testing.
- Supply, place, fine grade, and compact Granular A backfill to the specified Standard Proctor Maximum Dry Density (SPMDD).

- Notify the Contract Administrator 48 hours in advance of the armour stone shore wall and geotextile installation.
- Survey to document actual limits of work in a form acceptable to the Contractor Administrator.

Work to be in accordance with OPSS.MUNI 314, OPSS.MUNI 1010, OPSS.MUNI 1860 and the applicable notes and details on the Contract Drawings.

Include all costs for custom cutting wall pieces as required to meet dimensions shown on Contract Drawings.

Measurement for payment shall be actual quantity and the unit of measurement is square face meters.

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

SP7 TERRAFIX 600R FILTER FABRIC

The scope of work shall include:

- Supply and install TerraFix 600R Filter Fabric in the areas indicated on the Contract drawings and/or at locations directed by the Contractor Administrator.
- Overlap of filter fabric shall be minimum 500 mm and shall be pinned together, all vertical and horizontal surfaces shall be covered prior to placing granular material or clear stone.
- Geotextile shall be key-ed into the ground or wrapped as specified on the Contract drawings at termination points to prevent movement during installation.
- Protect geotextile from displacement, damage, or deterioration before, during and after placement materials. Material shall be carefully placed on top of the geotextile in such a manner to prevent damage to the geotextile.

Work to be in accordance with OPSS.MUNI 1860.

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

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

SP8 150 MM DIAMETER SUBDRAIN WITH 19 MM DIAMETER CLEAR STONE BEDDING WRAPPED IN FILTER FABRIC

The scope of work shall include:

- Supply and installation of perforated subdrain as indicated on the Contract Drawings, and/or as directed by the Contract Administrator. Perforated subdrain shall be supplied complete with filter sock, in a trench filled with 19 mm diameter clear stone and wrapped in filter fabric as indicated on the Contract Drawings.
- Clearstone to be in accordance with OPSS.MUNI 1004.

Work to be in accordance with OPSS.MUNI 405.

Subdrains shall include all caps, elbows, bends, tees, reducers, fittings and connections to existing/proposed subdrains and structures as part of the applicable unit price.

Measurement for payment for all subdrain shall be actual quantity and the unit of measurement is metres.

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

SP9 19 MM CRUSHED STONE SPLASH PAD

The scope of work shall include:

- Supply and install 19 mm crushed stone splash pad, 200 mm deep, where shown on the Contract Drawings and/or at locations directed by the Contract Administrator.
- Survey to document actual limits of work in a form acceptable to the Contractor Administrator.

Work to be in accordance with OPSS.MUNI 1004.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes, based on weigh tickets provided by the Contractor.

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

SP10 GRANITE BOULDER TOE PROTECTION (200 TO 400 MM DIAMETER)

The scope of work shall include:

- Supply and install 600 mm thick layer of 200 to 400 mm diameter granite boulder toe protection over filter fabric where shown on the Contract Drawings and/or at locations directed by the Contract Administrator.
- Survey to document actual limits of work in a form acceptable to the Contractor Administrator.

Work to be in accordance with OPSS.MUNI 511 and OPSS.MUNI 1004.

Measurement for payment shall be actual quantity and the unit of measurement is tonnes, based on weigh tickets provided by the Contractor.

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

SP11 IMPORTED BEACH SAND

The scope of work shall include:

- Supply and place clean beach sand to a total depth of 200mm as shown on the Contract Drawings

Measurement for payment shall be actual quantity and the unit of measurement is tonnes, based on weigh tickets provided by the Contractor.

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

SP12 PRECAST CONCRETE SLAB WALKWAY (PROVISIONAL)

The scope of work shall include the following

- Layout walkway with the Contract Administrator 24 hours prior to placement.
- Excavate, shape, fine grade and compact subgrade to 95% of the materials Standard Proctor Maximum Dry Density (SPMDD).
- Supply, place and fine grade the 200 mm Granular A base material and compact to 100% of the materials SPMDD.
- Supply and place precast concrete slab walkway as shown on the Contract Drawings or as directed by the Contract Administrator.

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

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

SP13 SET OF LIMESTONE OR GRANITE SLAB STAIRS

The scope of work shall include the following:

- Supply and place limestone or granite slab stairs with granular base in accordance with the contract drawings;

- Free draining compacted granular fill to be placed on filter cloth and compacted to provide level and stable base.

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

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

SP14 SITE RESTORATION

The scope of work shall include:

- Restore all areas or features disturbed from construction works, stockpiling materials, and transporting/moving equipment within the right-of-way or on private property to previous or better condition. Work may include the restoration of beaches, steps, railings, concrete, gravel parking lot, slabs, retaining walls, landscaped areas, fences, signage, gates, etc.
- Match/blend new work to existing conditions, grades, and elevations to the satisfaction of the Contract Administrator.

Work to be in accordance with OPSS.MUNI 492.

There shall be no measurement for payment.

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

SP15 REMOVE, STORE & REINSTATE PLAYGROUND EQUIPMENT AND PARK FURNITURE (PROVISIONAL)

The scope of work shall include:

- Review the limits of surface feature removals with the Contract Administrator prior to proceeding with the work.
- Remove, store and reinstate existing playground equipment and park furniture as necessary for construction access to the shoreline works and provide photo diary of existing condition and reinstatement.
- All items to be restored must be temporarily stored and protected in a manner to prevent damage and facilitate reinstatement to pre-existing or better condition.

Work to be in accordance with OPSS.MUNI 510.

There shall be no measurement for payment.

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

SP16 DISPOSAL OF EXCESS FILL OR UNSUITABLE FILL (PROVISIONAL)

It is assumed that excess soil generated as part of the proposed excavations on-site will be able to be reused on the site. However, if excess soils cannot be managed on-site it is anticipated that less than 100 m³ of excess soil may require off-site reuse/disposal.

The Contractor shall dispose of all excess soil and/or surplus materials to a reuse site/disposal area selected by the Contractor and approved by the Contract Administrator in accordance with the Ontario Regulation (O. Reg.) 406/19: Onsite and Excess Soil Management and accompanying "Rules for Soil Management and Excess Soil Quality Standards", and the OPSS.MUNI 180, including the requirements for property owner release.

As outlined in O.Reg.406/19 Section 8(1.1) Registry, Scenario 2, registration of excess soil movement on the Soil Registry is required when any part of the project is in an area of settlement within the meaning of the Planning Act and the amount of soil to be removed from the project area is 2,000 m³ or more, unless the whole project area is used for any of the following within the meaning of O.Reg.153/04 (as amended): residential, institutional, parkland, and/or agricultural or other use. As the project site is within a settlement area but generating less than 2,000 m³ of excess soil, the anticipated excess soil generation will not require registration on the Soil Registry and ultimately would not require the completion of the formal planning documents including but not limited to the completion of an Assessment of Past Use, Sampling and Analysis Plan, Soil Characterization Report and/or Excess Soil Destination Assessment Report.

Further, as outlined in Schedule 2: Non-Application of Section 8 of the Regulation, given the soil is being excavated for the purposes of maintaining infrastructure in a fit state of repair the registration requirement would again not be applicable.

Regardless of the above, if excess soil is generated during excavations on-site it is recommended that a due diligence soil sampling and chemical testing program be carried out. If excess soil is generated during the proposed works and cannot be reused on-site, the Contractor is to notify the Contract Administrator. To assess the quality of the generated excess soils Tatham will retrieve one representative soil sample for chemical testing of Metals and Inorganics, Petroleum Hydrocarbons, and Benzene, Toluene, Ethylbenzene and Xylenes. The soil sampling and chemical testing findings will be summarized in a letter prepared by Tatham's Qualified Person, as defined by O.Reg.406/19, to be provided to potential Receiving Sites.

The Contractor shall be responsible for all costs, permits, agreements and work involved in disposing of excess earth excavation material, waste, and/or unsuitable soil including trucking, tracking, access roads and leveling, utilizing the soil sampling and chemical testing letter prepared by Tatham. There shall be no extra payment for disposal of SAR and/or EC

contaminated material. The Contractor shall identify the proposed receiving site, confirm the receiving site is authorized to receive fill (i.e. a Fill Permit) and submit to Tatham for approval. Once confirmed, the contractor shall provide a release from the disposal area owner upon completion of the work.

Measurement for payment shall be actual quantity and the unit of measurement is cubic metres. The Contractor shall provide the weigh bills and confirmation of receipt at the appropriate disposal site as evidence of payment.

The Contractor shall provide pricing for each of the following scenarios of soil disposal:

1. Table 2 and Table 3 Quality (Residential/Parkland/Institutional Property Use).
2. Table 2 and Table 3 Quality (Industrial/Commercial/Community Property Use).
3. Waste Facility.

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