



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2023-45**

**Reconstruction of Baycliffe Park Boat Ramp  
in Milford Bay**

# **TOWNSHIP OF MUSKOKA LAKES**

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**SECTION A**

**TENDER**

# TOWNSHIP OF MUSKOKA LAKES

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# TOWNSHIP OF MUSKOKA LAKES

## TENDER

### PART I TENDER CALL

The Corporation of the Township of Muskoka Lakes (after this called the “Owner”) invites Tenders for:

Contract Number: T-2023-45

Described as Reconstruction of the existing boat ramp  
at Baycliffe Park in Milford Bay on Milford  
Bay Road, Township of Muskoka Lakes

Tenders shall be addressed and delivered to: **Township of Muskoka Lakes**  
**P.O. Box 129**  
**1 Bailey Street**  
**Port Carling, Ontario**  
**P0B 1J0**

**Tenders shall be received until: 2:00 p.m. Friday June 30, 2023**

Tenders received by the time and date specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

## **PART II TENDER CONDITIONS**

### **TC-1 Completion and Submissions of Tenders**

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Owner:
  - a) Part III – Form of Tender;
  - b) the tender deposit;
- 1.7 The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Chris Stilwell, P. Eng., Project Manager at [chris.stilwell@tulloch.ca](mailto:chris.stilwell@tulloch.ca). Inquiries must be received no later than five (5) Business Days prior to the tender submission deadline specified in Part I of the Tender or as amended by addendum. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

### **TC-2 Tender Deposit**

- 2.1 At the time of tendering, the Tenderer shall submit a tender deposit with its Tender, in the form any one of the following:
  - a) Bid bond signed and sealed by the Tenderer's Surety
  - b) Irrevocable letter of credit
  - c) Certified cheque
- 2.2 The tender deposit must be an original and shall equal at least ten percent (10%) of the Total Tender Price.

- 2.3 Tender Deposits shall be made to the order of or in favour of “The Corporation of the Township of Muskoka Lakes”.
- 2.4 The Owner shall not pay interest on Tender deposits.
- 2.5 The Owner shall retain the Tender deposit of the Tenderers with the first and second lowest acceptable bid until:
- a) the successful Tenderer has executed the Form of Agreement in accordance with Section TC-14 and TC-19 of the Tender; and
  - b) the successful Tenderer has provided all securities and other documents in accordance with Sections TC-12 and TC-19 of the Tender.
- 2.6 The Owner shall return the deposits of all other Tenderers within five (5) Business Days of tender opening.
- 2.7 If bid bonds are used as a Tender deposit, bonds must be from a Surety Company authorized by law to carry on business in the Province of Ontario.

**TC-3 Basis of Award**

- 3.1 The Township intends to award a contract to the Tenderer who submits the lowest acceptable bid (in accordance with the Township Procurement Policy By-law 2004-161, as amended) by Total Tender Price. Upon formal notification of award the Tenderer shall thereafter be known as the Contractor.

**TC-4 Addenda**

- 4.1 Addenda will be posted on the Township website ([www.muskokalakes.ca](http://www.muskokalakes.ca)) for viewing and shall be located in the same area of the webpage that the Tender documents are downloaded from.
- 4.2 The Township will not notify Tenderers of addendums and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addendums prior to submitting their bid.
- 4.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 4.4 The deadline for the posting of addenda is no later than three (3) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum.

**TC-5 Irregular Tenders**

- 5.1 The Owner shall be the sole judge of whether or not a Tender is irregular.

**TC-6 Unbalanced Tenders**

6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The Owner shall have the right to:  
a) deem a Tender to be unbalanced; and  
b) reject a Tender which it deems to be unbalanced.

**TC-7 Collusion**

7.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:  
a) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and  
b) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

**TC-8 Right to Accept or Reject Tenders**

8.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:  
a) accept any Tender;  
b) reject any Tender; and  
c) reject all Tenders.

8.2 Without limiting the generality of Section TC-8.1, the Owner shall have the right to:  
a) accept an irregular Tender;  
b) accept a Tender which is not the lowest Tender; and  
c) reject a Tender even if it is the only Tender received by the Owner.

8.3 Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

**TC-9 Contract Documents**

9.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender including all Addenda issued by the Owner pertaining to this Contract.

**TC-10 Errors, Omissions and Discrepancies in the Contract Documents**

10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Owner at the address specified in Part I of the Tender.

10.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.



**TC-11 Irrevocability of Offer**

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.
- 11.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the Owner from pursuing any other legal remedy which it may have.

**TC-12 Successful Tenderer - Securities**

- 12.1 The successful Tenderer shall provide each in the amount of at least fifty percent (50%) of the Total Tender price:
  - a) a performance security or bond signed and sealed by the Tenderer's Surety; and
  - b) a labour and material payment bond signed and sealed by the Tenderer's Surety.

OR

The successful Tenderer may request the Owner to retain the 10% Tender Deposit from Section TC-2 in lieu of this bonding, provided that the Tender Deposit from Section TC-2 was not in the form of a Bid Bond.

- 12.2 The Surety of the successful Tenderer and the bonds referred to in Section TC-12.1(a) and TC-12.1(b) must be originals and shall be to the satisfaction of the Owner if this option is exercised.

**TC-13 Successful Tenderer - WSIB Certificate of Clearance**

- 13.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner and in accordance with GC6.05 OPS General Conditions.

**TC-14 Successful Tenderer - Execution of Form of Agreement**

- 14.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.
- 14.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

**TC-15 Successful Tenderer - Insurance**

- 15.1 The successful Tenderer shall provide the Owner with an original Certificate of Insurance for each type of insurance coverage required by Section GC6.03 of the OPS General Conditions.

15.2 The successful Tenderer shall carry insurance, pursuant to Section GC6.03.02 of the OPS General Conditions in the amount of at least FIVE MILLION DOLLARS (\$5,000,000.00).

15.3 The successful Tenderer shall carry insurance, pursuant to Sections GC6.03 of the OPS General Conditions which names the following as additional insured:

The Corporation of the Township of Muskoka Lakes  
P.O. Box 129, 1 Bailey Street  
Port Carling, ON, P0B 1J0

Tulloch Engineering Inc.  
80 Main Street West  
Huntsville, ON P1H 1W9

**TC-16 Successful Tenderer - Contractor's Responsibilities Sign-Off Form**

16.1 The successful Tenderer shall provide the Owner a completed and signed *Contractor's Responsibilities Sign-Off Form* as per the Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B. A copy of the policy is available during bidding upon request to the Township contact identified in TC-1. The policy shall be provided to the successful Tenderer upon notification of award.

**TC-17 Successful Tenderer - Time for Completion**

17.1 The successful Tenderer shall complete the Work as defined in GC1.06 by October 6, 2023 and this shall be the date used for the calculation of Liquidated Damages as per TC-18.1.

17.2 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer's purpose of establishing a schedule for the Work, it is anticipated that contract award will be complete within 30 calendar days after the opening of tenders by the Owner. Upon notice of award, the successful Tenderer will be required to complete submissions to the Owner as per TC-19.1. Upon receipt of all required submissions from the successful Tenderer, the Owner will return an executed Form of Agreement and a Purchase Order to the Tenderer within 10 Business Days. Authorization to commence work shall be provided by the Owner as detailed in the Special Provisions of this contract.

17.3 Milestone dates associated with the Contract will be adjusted, when possible, due to any delays to the anticipated award schedule caused by the Owner during the contract award and/or issuance of the authorization to commence work.

**TC-18 Successful Tenderer - Liquidated Damages**

18.1 Pursuant to Section GC 8.02.09 of the OPS General Conditions, the liquidated damages shall be in the amount of:

Five Hundred DOLLARS (\$ 500.00) per calendar day beyond the dates outlined for Completion, as determined in TC-17.

18.2 When applied, liquidated damages will be subtracted off the final submitted invoice prior to payment.

**TC-19 Successful Tenderer - Submission of Documentation**

19.1 The successful Tenderer shall submit the documentation required by Sections TC-12, TC-13, TC-14, TC-15 and TC-16 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.

19.2 If the successful Tenderer fails to comply with Section TC-19.1 the Owner may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the Owner.

**TC-20 Successful Tenderer - Commencement of the Work**

20.1 The successful Tenderer shall not commence the Work until it has received authority to proceed with the work from the Owner as well as the fully executed Form of Agreement signed by both parties (Tenderer and Owner) and a Purchase Order issued by the Owner.

20.2 The earliest possible start date for on-site construction work is Tuesday, September 5, 2023.

**TC-21 Successful Tenderer - Vendor Performance Management Notice**

21.1 The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2004-161, as amended.

# TOWNSHIP OF MUSKOKA LAKES

## PART III - FORM OF TENDER

Tender by:

\_\_\_\_\_  
NAME OF TENDERER

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ADDRESS OF TENDERER

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL

after this called the “Tenderer”.

### **FT-1 Contract Documents**

- 1.1 The Contract Documents for Contract Number T-2023-45 are:
- a) Tender
    - i) Part I - Tender Call
    - ii) Part II - Tender Conditions
    - iii) Part III - Form of Tender
  - b) Form of Agreement
  - c) OPS General Conditions
  - d) OPS Standard Specifications and Standard Drawings
  - e) Special Provisions – General and Item Specific
  - f) All Addenda issued pertaining to the Contract as acknowledged below:  
  
(not applicable)

### **FT-2 Tenderer’s Declarations**

- 2.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of tendering.

2.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

**FT-3 Tenderer’s Offer**

3.1 The Tenderer offers to do the work in accordance with the Contract Documents.

3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

3.3 The Tenderer offers to complete the **on-site** construction work between Tuesday, September 5, 2023 and Friday, October 6, 2023.

3.4 The Total Tender Price, based on the estimated quantities in the Schedule of Prices, is:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_ )

**FT-4 Schedule of Prices**

4.1 The Schedule of Prices attached is Section FT-4.2 of the Tender.

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Witness  
(only if required by TC-1)

\_\_\_\_\_  
Signature of Tenderer  
(Corporate Seal if required by TC-1)

\_\_\_\_\_  
Signature of Tenderer  
(Second Signature if required by TC-1)

\_\_\_\_\_  
Print Name of Tenderer(s)

**FT-4.2 SCHEDULE OF PRICES**

<p align="center"><b>CONTRACT NUMBER T-2023-45</b>  <b>Reconstruction of Baycliffe Park Boat Ramp in Milford Bay</b></p>						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1.0	182, 805, SP	Environmental Protection	L.S.	1		
1.1	180, 510, SP	Removal and Disposal of Existing Boat Ramp	L.S.	1		
1.2	180, 510, SP	Excavation and Disposal of Material (All Types)	L.S.	1		
2.0	SP	Timber Frame Foundation	L.S.	1		
2.1	206, SP	Clear Stone Ballast	L.S.	1		
2.2	SP	Pre-Cast Concrete Boat Ramp Panels	L.S.	1		
2.3	206, 310, 501, SP	Asphalt Ramp Restoration c/w Granular A	L.S.	1		
2.4	904, 905, SP	Cast-In-Place Concrete Anchor Block	L.S.	1		
3.0	SP	Restoration	L.S.	1		
Total Tender Price (Transfer Amount to FT-3.3 of the Tender)						
Tenderer's HST Registration Number:						

- 4.3 All prices to be shown excluding HST.
- 4.4 It is understood that the estimated quantities in the foregoing schedule are solely for the purpose of facilitating the comparison of bids and the Tenderer's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less shown herein.
- 4.5 The quantities shown in this Tender are an estimate only and are not a guarantee of amount of material to be supplied under this contract. The Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price.
- 4.6 The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price, and the total item amount from Section FT-4.2 and the Total Tender Price in Section FT-3.3 and FT-4.2 shall be corrected accordingly.

# **SECTION B**

# **FORM OF AGREEMENT**



**TOWNSHIP OF MUSKOKA LAKES**

**FORM OF AGREEMENT**

This Form of Agreement witnesses that a Contract was made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(after this called the “Contractor”)

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

(after this called the “Owner”)

**AND WITNESSES** that the Contractor and the Owner agree as follows:

**EA-1** The Contractor shall perform the following work:

Contract Number T-2023-45

Described as Reconstruction of the Baycliffe Park Boat Ramp in Milford Bay

\_\_\_\_\_  
\_\_\_\_\_

**FA-2** The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender.

**FA-3** The Owner shall pay the Contractor in accordance with the unit prices in the Schedule of Prices in the Tender pursuant to the Contract Documents.

**FA-4** The provisions of the Contract Documents shall endure to the benefit of and be binding upon the Contractor and the Owner and their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF** the Contractor and the Owner have executed, in the manner required by law, this Form of Agreement.

\_\_\_\_\_  
*Signature*                      *Date*

Contractor  
(Corporate Seal if required by TC-1)

\_\_\_\_\_  
*Signature*                      *Date*

Director of Public Works  
The Township of Muskoka Lakes

\_\_\_\_\_  
*Signature*                      *Date*

Contractor  
(Second Signature if required by TC-1)

\_\_\_\_\_  
*Signature*                      *Date*

Witness  
(Only if required by TC-1)

**SECTION C**

**OPS**

**GENERAL CONDITIONS  
OF CONTRACT**

# **ONTARIO PROVINCIAL STANDARDS**

## **GENERAL CONDITIONS OF CONTRACT**

The Contractor acknowledges that the general conditions of this contract are the Ontario Provincial Standard “OPS General Conditions of Contract”. It is the responsibility of the Contractor to ensure that they have the correct document.

For this contract the following version of the OPS General Conditions of Contract shall apply:

OPS General Conditions November 2019 (OPSS.MUNI 100).

# **SECTION D**

## **OPS STANDARD SPECIFICATIONS AND STANDARD DRAWINGS**

# ONTARIO PROVINCIAL STANDARDS

## STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

### SS-1 OPS Standard Drawings and Specifications

- 1.1 The Contractor acknowledges that certain standard drawings and specifications, which are provisions of this Contract, have *not* been reproduced for inclusion in the Contract Documents.
- 1.2 The Contractor acknowledges that the standard drawings and specifications referred to in the Contract Documents are the Ontario Provincial Standard Drawings (OPSD) and Ontario Provincial Standard Specifications (OPSS) as produced and amended by the government of the Province of Ontario.

The Contractor shall obtain its own copy of the standard drawings and specifications.

Only the municipal and provincial common standards on OPS Volumes 1 to 4 and the municipal-oriented specifications in OPS volumes 7 and 8 apply to this Contract, unless specified otherwise in the Contract Documents.

- 1.3 The Ontario Provincial Standard Drawings (OPSD) which are provisions of this Contract include, but are not limited to:

OPSD	Rev No	OPSD	Rev No	OPSD	Rev No
219.130	3	219.260	3	219.261	3

- 1.4 The Ontario Provincial Standard Specifications (OPSS) which are provisions of this Contract include, but not limited to:

OPSS	Rev. Date	Description
OPSS.MUNI.100	Nov. 2019	General Conditions of Contract
OPSS.MUNI.180	Nov. 2021	The Management of Excess Materials
OPSS.MUNI.182	Nov. 2021	General Specification For Environmental Protection for Construction In Waterbodies and On Waterbody Banks
OPSS.MUNI.206	Apr. 2019	Construction Specification for Grading

OPSS.MUNI.310	Nov. 2017	Construction Specification for Hot Mix Asphalt
OPSS.MUNI.501	Nov. 2017	Construction Specification for Compacting
OPSS.MUNI.510	Nov. 2018	Construction Specification for Removal
OPSS.MUNI.805	Nov. 2021	Construction Specification for Temporary Erosion and Sediment Control Measures
OPSS.MUNI.904	Apr. 2012	Concrete Structures
OPSS.MUNI.905	Nov. 2017	Steel Reinforcement for Concrete
OPSS.MUNI.1004	Nov. 2021	Material specification for Aggregate – Base, Subbase, Select Subgrade, and Backfill Material
OPSS.MUNI.1010	Nov. 2013	Material Specification for Aggregate – Miscellaneous
OPSS.MUNI.1150	Nov. 2013	Material Specification for Hot Mix Asphalt

# **SECTION E**

## **SPECIAL PROVISIONS – ITEM SPECIFIC**



# TOWNSHIP OF MUSKOKA LAKES

## SPECIAL PROVISIONS – ITEM SPECIFIC

Special Provisions – Item Specific are usually technical in nature and relate to specific tender items. Special Provisions – Item Specific can either amend or extend the OPS Standard Specifications contained in Section D of the Tender documents or they can be used to provide nonstandard, item specific special provisions.

Special Provisions – Item Specific rank third (c) in the order of precedence, GC2.02. If a conflict exists between the Special Provisions - General and the Special Provisions - Item Specific, the Special Provisions - General shall take precedence.

The Contractor acknowledges that the Special Provisions – Item Specific as produced by the Township of Muskoka Lakes and listed herein are provisions of this Contract.

<b>Clause No.</b>	<b>Special Provisions – Item Specific</b>	<b>Pages</b>
SP-E-1	Special Provisions – Item Specific	E-1 to E-7

# TOWNSHIP OF MUSKOKA LAKES

## SPECIAL PROVISIONS – ITEM SPECIFIC

### No. SP-E-1

#### 1.0 Environmental Protection

The lump sum price bid for this item shall include all materials, equipment and labour required to complete the following works required to maintain an environmentally safe workplace, that is not specifically covered under any other item, including the supply, installation, maintenance and removal of heavy-duty silt fence barriers as indicated following.

It is intended that the works proposed be executed in such a manner which, to the fullest possible extent, minimizes any adverse effect on the cultural and natural environment of the project area. The environmental conditions of the Contract stated herein must be complied with in all respects. It is a responsibility of the Contractor that all his personnel be sufficiently instructed so that the work is carried out in a manner consistent with minimizing environmental impact.

In particular, the following work will be required:

- Any part of a vehicle and/or equipment shall be free of fluid leaks and externally cleaned/degreased to prevent any deleterious substance from entering any drainage system;
- All sediment and erosion control measures shall be inspected daily to ensure that they are functioning properly and are maintained and/or upgraded as required;
- If the sediment and erosion control measures are not functioning properly, no further work shall occur until the sediment and/or erosion control problem is addressed; and,
- Sediment and erosion control measures shall be left in place until all areas of the work site have been stabilized.

#### Refueling Areas

The Contractor shall undertake a detailed review of his proposed route of construction to plan access routes and fueling areas. Refueling and maintenance of equipment shall not be undertaken in or adjacent to a watercourse. Suitable fueling and maintenance areas shall be established and all maintenance and fueling conducted in these areas. The locations of such areas are subject to review by the Contract Administrator. Procedures for the interception and

rapid cleanup and disposal of spillages that do occur shall be submitted to the Contract Administrator for review prior to starting work. All materials required for cleanup of fuel spillages shall be maintained readily accessible on site.

The exception of these fueling locations requirements shall be generators, cranes, backhoes or shovels which may be fueled at other than the designated fueling areas. However, no fueling of backhoes shall be carried out within thirty metres of any watercourse. This requirement may be relaxed at the discretion of the Contract Administrator if non-spill fueling facilities are used.

Any spills apt to cause impairment to the natural environment must be immediately reported by the Contractor to the Contract Administrator and to the MECP Spills Hot Line.

### Sediment Control

The Contractor shall take such steps as may be required to accomplish the following in relation to the environmental protection of the local drainage system during construction:

- All loose materials excavated or brought on site should be stockpiled away from the drainage system and protected against erosion; and,
- Prevent debris during structure removals and concreting operations from falling onto the watercourse. If any debris or material falls into the watercourse, the Contractor shall ensure that such material be promptly removed.

The price bid shall include all labour, equipment and material to install heavy duty silt fence per OPSD 219.130 and turbidity curtain per OPSD 219.260 as generally required by OPSS and as directed by the Contract Administrator. The location of the silt fence will be determined in consultation with the Contractor's Environmental Coordinator and will be based on the water level at the time of the work.

Payment for the item will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the lump sum price.

#### **1.1 Removal and Disposal of Existing Boat Ramp**

The Lump Sum Bid Price for this Item shall include the complete removal and disposal of the existing boat ramp structure and associated works in accordance with OPSS 180 and 510. All environmental protection measures shall be in place before any demolition or removal work is performed.

Drawings of the existing concrete ramp structure are found on Drawing E1 - 'Existing Conditions & Removals' of the Contract Drawings. Removal of materials and protection of

watercourses shall conform to all Environmental Acts and Regulations. No removals may proceed before all environmental protection measures are in place.

Measurement for Payment is Lump Sum for this Item. The Lump Sum Bid Price shall include all labour, equipment and material required to remove the existing concrete ramp as specified on the Drawings. The Lump Sum Bid Price will also include the disposal and management of all materials.

## **1.2 Excavation and Disposal of Material (All Types)**

The lump sum bid for this item shall include all materials, equipment, and labour required to complete the excavation of soil, asphalt subgrade, asphalt, vegetation and disposal of said surplus excavated material not covered under other payment items. The performance of this item shall follow OPSS 206 and the requirements described in the contract documents.

Earth Excavation (grading) refers to excavation of earth required for removal of existing earth and granular materials in or adjacent to the roadway. Earth Excavation (grading) material may also include pulverized asphalt material and/or excess asphalt.

As part of the work, Contractor shall transport and dispose of the excavation material to an approved disposal site. Location of any temporary stockpiles and separation distances shall follow OPSS 180, General Specification for the Management of Excess Material.

The Contractor shall provide Contract Administrator with a release from all landowners receiving disposal material.

Payment at the contract price for the above noted tender item shall include full compensation for all labour, equipment, and materials required to do the work, and for transportation as described in the contract documents.

## **2.0 Timber Frame Foundation**

The lump sum bid for this item shall include all materials, equipment, and labour required to complete the fabrication and installation of the timber wood frame foundation detailed in Drawings C1 and S1 of the contract drawings per the requirements and specifications described in the contract documents and drawings.

All timber shall be rough cut to full dimensions. The timber shall NOT be pressure treated. All timber is to be No. 1 Douglas Fir.

Payment at the contract price for the above noted tender item shall include full compensation for all labour, equipment, and materials required to do the work.

## **2.1 Clear Stone Ballast**

The lump sum bid for this item shall include all materials, equipment, and labour required to

backfill within the timber wood frame foundation with rock foundation material detailed in Drawings C1 and S1 of the contract drawings per the requirements and specifications described in the contract documents and drawings.

Material shall be in accordance with OPSS.MUNI.1004, 19.0 mm.

Payment at the contract price for the above noted tender item shall include full compensation for all labour, equipment, and materials required to do the work.

## **2.2 Pre-Cast Concrete Boat Ramp Panels**

The lump sum bid for this item shall include all materials, equipment, and labour required to supply, place and secure the precast concrete panels on the timber wood foundation frame as detailed in drawings C1 and S1 of the contract drawings per the requirements and specifications described in the contract documents and drawings.

Concrete shall conform to the requirements identified on the Contract Drawings.

Reinforcing Steel shall conform to the requirements identified on the Contract Drawings.

As part of the work, the Contractor shall:

- a) submit a mix design to the Engineer in accordance with OPSS 904 at least one (1) week prior to the placement of concrete;
- b) provide at no additional cost to the Owner, a quality assurance of concrete, determined by the Contract Administrator (generally, the first load of each daily pour will be tested for slump, air entrainment, temperature, age, and at least 3 cylinders cast for compressive testing);
- c) provide at no additional cost to the owner, test cylinders and testing in accordance with OPSS 904 (7 day and 2 at 28 days); and,
- d) provide a copy of all test cylinder compressive strength results to the Engineer.

Additional Auality Assurance testing will be completed at the discretion of the Engineer. The Owner shall be responsible for the cost of QA testing.

Payment at the Contract price for the concrete tender items shall be full compensation for all labour, equipment, and materials to do the work and shall include the installation and removal of all formwork and installation of all reinforcing steel.

Payment at the contract price for the above noted tender item shall include full compensation for all labour, equipment, and materials required to do the work.

### **2.3 Asphalt Ramp Restoration c/w Granular A**

Under this Item and for the Contract price, the Contractor shall supply all materials, equipment and labour required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator:

- a) Recompact and adjust grades of asphalt subgrade at areas existing asphalt removal as specified in Drawing E1 'Existing Conditions and Removals' of the contract drawings.
- b) Placement, grading and compacting to 100% SPMDD of Granular A.
- c) Placement of asphalt.

Granular material shall be in accordance with OPSS.MUNI.1010 Granular 'A'.

Work under this Item shall not commence without prior approval in writing from the Contract Administrator. The lump sum price tendered for this Item shall be compensation in full for all work associated with this Item. Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the lump sum price.

### **2.4 Cast-In-Place Concrete Anchor Block**

The lump sum items for this item are for the reinforced concrete anchor block as specified in contract drawings C1 and S1, and shall include reinforcing steel. Concrete shall conform to the requirements identified on the Contract Drawings.

Reinforcing Steel shall conform to the requirements identified on the Contract Drawings.

Under this Item and for the Contract price, the Contractor shall supply all labour, equipment and materials required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator.

As part of the work, the Contractor shall:

- a) submit a mix design to the Engineer in accordance with OPSS 904 at least one (1) week prior to the placement of concrete;
- b) provide at no additional cost to the Owner, a Field-Testing Technician for testing of concrete, determined by the Contract Administrator (generally, the first load of each daily pour will be tested for slump, air entrainment, temperature, age, and at least 3 cylinders cast for compressive testing);
- c) provide at no additional cost to the owner, test cylinders and testing in accordance with OPSS 904 (7 day and 2 at 28 days); and,
- d) provide a copy of all test cylinder compressive strength results to the Engineer.

Additional Quality Assurance testing will be completed at the discretion of the Engineer. The Owner shall be responsible for the cost of QA testing.

Payment at the Contract price for the concrete tender items shall be full compensation for all labour, equipment, and materials to do the work and shall include the installation and removal of all formwork and installation of all reinforcing steel.

### **3.0 Restoration**

Under this Item and for the Contract price, the Contractor shall supply all materials, equipment and labour required to complete the following works in accordance with the Contract Drawings and to the satisfaction of the Contract Administrator:

- a) Recompact and adjust grades of asphalt subgrade at areas adjacent to existing asphalt and concrete removal as specified in Drawing E1 'Existing Conditions and Removals' of the contract drawings.
- b) Replacement of damaged asphalt.
- c) Repair of any damage caused by the Contractor's operations to the surrounding property.
- d) Topsoil and / or sod to damaged areas as directed by the Contract Administrator.
- e) General restoration efforts to leave the site in the same or better condition than when the Contractor arrived.

Work under this Item shall not commence without prior approval in writing from the Contract Administrator. The lump sum price tendered for this Item shall be compensation in full for all work associated with this Item. Payment will be made on each Payment Certificate based on the value of the Work completed to date as a percentage of the total contract amount. The total value of this item shall not exceed 100% of the lump sum price.

# **SECTION F**

# **APPENDICES**

DFO Permit  
MNRF Permit



## Chris Stilwell

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**From:** OP Habitat (DFO/MPO) <DFO.OPHabitat.MPO@dfo-mpo.gc.ca>  
**Sent:** November 18, 2022 8:45 AM  
**To:** Chris Stilwell  
**Cc:** Jake Vincent  
**Subject:** RE: 22-HCAA-02332 - RE: Township of Muskoka Lakes, Baycliffe Park Boat Ramp Reconstruction, Milford Bay  
**Attachments:** Boat Launch Construction.pdf

Caution! This message was sent from outside your organization.

Dear Chris Stilwell,

**Subject: Boat Launch Replacement, Milford Bay, Township of Muskoka Lakes (22-HCAA-02332) – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat**

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on September 7, 2022. We understand that you propose to:

- Remove existing concrete boat ramp and install a like-for-like concrete boat ramp

We understand that no aquatic species listed under the *Species at Risk Act* use the area in the vicinity of where your proposal is to be located.

Our review considered the following information:

- Request for Review form and associated documents.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and,
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*

The aforementioned impacts are prohibited unless authorized under their respective legislation and regulations.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements. Additional information on measures to protect fish and fish habitat can be found in the attached document.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, the *Species at Risk Act* and the *Aquatic Invasive Species Regulations*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to [FisheriesProtection@dfo-mpo.gc.ca](mailto:FisheriesProtection@dfo-mpo.gc.ca) or 1-855-852-8320.

We recommend that you notify this office at least 10 days before starting your project and that a copy of this letter be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

If you have any questions with the content of this letter, please contact Kaela Middleton by email at [Kaela.Middleton@dfo-mpo.gc.ca](mailto:Kaela.Middleton@dfo-mpo.gc.ca). Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,



**Kaela Middleton**

**Biologist | Biologiste**

Fisheries and Oceans Canada | Pêches et Océans Canada

Fish and Fish Habitat Protection Program | Programme de Protection du Poisson et de Son Habitat

867 Lakeshore Road, Burlington, ON, L7S 1A1 | 867, ch. Lakeshore, Burlington, ON, L7S 1A1

Email/Courriel: [Kaela.Middleton@dfo-mpo.gc.ca](mailto:Kaela.Middleton@dfo-mpo.gc.ca)

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**From:** Chris Stilwell <chris.stilwell@tulloch.ca>

**Sent:** Wednesday, September 7, 2022 8:44 AM

**To:** FFHPP / PPPH (DFO/MPO) <DFO.FFHPP-PPPH.MPO2@dfo-mpo.gc.ca>

**Cc:** Jake Vincent <JVincent@muskokalakes.ca>

**Subject:** 22-HCAA-02332 - RE: Township of Muskoka Lakes, Baycliffe Park Boat Ramp Reconstruction, Milford Bay

Good Morning Lucas,

Thank you very much for the quick response to our initial request.

I realize that the notice of project form didn't quite fit the bill for this project, but, many of the issues are the same.

We have completed the Request for Review form and attached drawings to show the scope of work.

This is a like-for-like, size-for-size replacement of an existing ramp that has fallen into disrepair (but is still usable). In a perfect world any fish windows would be accommodated (likely summer construction) but that won't work given the busy / critical nature of this boat ramp (people live on islands on Lake Muskoka and need this ramp), and fall is the best time to work on the ramp (lowest water level = least environmental impact). Given this is a like-for-like, size-for-size replacement, we hope this review / approval can be turned-around quickly (MNRF will not review our application until DFO reviews).

Thanks and regards,

Chris



Wednesday, April 12, 2023

MPSB-2023-PLA-00005-WP-001

Tulloch  
80 Main Street  
Huntsville, ON P1H 1W9  
CANADA,  
On Behalf of the Township of Muskoka Lakes

Dear Permittee,

**RE: Work Permit MPSB-2023-PLA-00005-WP-001**

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Enclosed is the subject work permit which authorizes you to **do work on shorelands, filling, dredging, and installation of a new boat launch** at the location specified on the permit. Please familiarize yourself with the conditions of the work permit prior to undertaking the work. The contractor and the equipment operator must be provided with a copy of this work permit and be familiar with the conditions prior to proceeding with any work. A copy of the work permit must be available on site while the work is being conducted.

This authorization does not release you of the responsibility for obtaining any other permits that may be required under federal, provincial or municipal legislation. This includes any requirements under the *Endangered Species Act* which is now administered by the Ministry of Environment, Conservation, and Parks.

The *Ontario Heritage Act* regulates archaeological resources in Ontario. During the course of your project work, should you accidentally discover archaeological artefacts, please stop all work, secure the site and contact the Ministry of Heritage, Sport, Tourism and Culture Industries, by email at [Archaeology@ontario.ca](mailto:Archaeology@ontario.ca), or by phone at 416-212-8886. Also, please notify the NDMNRF cultural Heritage Specialist Renée Bellini by email at [Renee.Bellini@ontario.ca](mailto:Renee.Bellini@ontario.ca).

In accordance with the *Cemeteries Act*, R.S.O. 1990 c. C.4, should you accidentally discover human remains during the course of your project work, you are required to stop all work, secure the site and notify the Ontario Provincial Police along with the NDMNRF.

You may contact **Integrated Resource Management Technical Specialist Steffi Krause** by phone at **705-346-0173** or by email to [Steffi.krause@ontario.ca](mailto:Steffi.krause@ontario.ca), if you have any further questions regarding this matter.

Sincerely,  
**Steffi Krause**  
**Integrated Resource Management Technical Specialist**  
Ministry of Natural Resources and Forestry - /encl



Ministry of Natural  
Resources and  
Forestry

Ministère des Richesses  
naturelles et des Forêts

**Work Permit /  
Permis de travail**

**Permit No./Permis No.  
MPSB-2023-PLA-00005-WP-  
001**

This permit is issued under the authority and provisions of the following indicated Provincial Acts and their regulations and is subject to the limitations and provisions thereof and is also subject to the terms and conditions herein.  
Ce permis est émis conformément aux dispositions des lois provinciales ci-après et des règlements y afférents et est sujet aux restrictions et dispositions de ce lois et règlements ainsi qu'aux conditions ci-énoncées.

**[X] Section 2(1), Regulation 975, as amended, Public Lands Act/Loi sur les terres publiques, Règlement 975 tel que modifié, article 2(1)**

**Note: The issuance of this permit does not relieve the applicant from the responsibility of acquiring any other agency, board, government, etc. approval as may be required nor does it relieve the permittee from the requirements of any other legislation.  
Remarque : La délivrance d'un permis n'exonère pas le demandeur de l'obligation d'obtenir l'autorisation de tout autre organisme, commission, gouvernement, etc. qui pourrait être exigée, non plus qu'elle exempte le détenteur des dispositions des lois.**

**The Permit is issued to: Ce Permis est délivré à:**

Name of Permittee/Nom du détenteur: Township of Muskoka Lakes

Post Office Address/Adresse postale: 1 Bailey Street, Port Carling, ON P0B 1J0 CANADA

To conduct an operation from April 13, 2023 to and including the April 12, 2024

Pour effectuer des travaux du April 13, 2023 jusqu'au April 12, 2024

at location/à l'emplacement: 1148 Milford Bay Road, Township of Muskoka Lakes, ON

17T 619407, 4992787

As per your application dated/conformément à la / Demande de permis en date du:

2023-03-31

For the purpose of / Aux fins de:

**Subject to the following conditions:/Et sous les conditions suivantes:**

1. The Permittee shall keep this permit or a true copy thereof on the work permit area./ Le détenteur conservera ce permis ou une copie conforme sur les lieux des travaux.
2. The person in charge of the operation conducted under this permit shall produce and show this permit or the true copy kept on the work permit area to any officer whenever requested by the officer. /  
Le responsable des travaux couverts par ce permis doit produire le permis ou sa copie conforme si un agent lui demande.
3. Other conditions as listed on the reverse side of this permit as well as those contained in Schedule(s) D attached.  
Autres conditions énoncées au verso de ce permis ainsi que celles apparaissant aux annexes suivantes .

Place of Issue/Emis à: Parry Sound	
Date/Date de délivrance: April 12, 2023	Signature of Issuing Officer/Signature du délivreur:

**Personal Information on this form is collected under the authority of Section 13 of the Public Lands Act, R.S.O. 1990, the Lakes and Rivers Improvement Act, R.S.O. 1990, and Regulation 975 as amended, and the information will be used for the purposes of the Act and Regulations. Questions about this information should be directed to the local MNR office.**

**Les renseignements personnels exigés dans les présentes sont recueillis en vertu de la Loi sur l'aménagement des lacs et des rivières et du règlement 975 de l'Ontario tel que modifié. Ils seront utilisés selon les termes de la Loi et des règlements. Veuillez adresser toute question à ce sujet au bureau du MRNF. Une liste des bureaux du MRNF avec adresses et numéros de téléphone en français est disponible.**

## Conditions

It is agreed by the parties hereto that:

- 1) This Work Permit gives the permittee only the right to carry out work on the described site for the purpose specified in this permit and does not convey any right, title or interest in the land.
- 2) The permittee covenants to indemnify and forever save and keep harmless the Crown, its officers, servants and agents from and against any and all claims, demands, suits, actions, damages, loss, cost or expenses arising out of any injury to persons, including death, or loss or damage to property of others which may be or be alleged to be caused by or suffered as a result of or in any manner associated with the exercise of any right or privilege granted to the permittee by this Work Permit.
- 3) a) A permittee is an occupier under the Trespass to Property Act and the Occupier's Liability Act and shall take such care as in all circumstances of the case is reasonable to see that persons entering on the premises, and the property brought on the premises by these persons, are reasonably safe while on the premises. b) Any posting of signs or notices pursuant to the Trespass to Property Act and the Occupier's Liability Act, on the work permit area, shall be subject to prior approval of the issuing officer. The location and format of all signs and notices must be approved by an officer. c) The permittee agrees to remove all signs or notices on termination of the permit, or at the direction of the issuing officer. d) The permittee agrees to post any signs or notices as required or directed by an officer.
- 4) This Work Permit shall not be assigned or transferred.
- 5) The permittee may, with the approval of the District Manager, or will, at the District Manager's request, remove the improvements, property or other assets from the public lands and leave the site in a clean and safe condition, restored as much as possible to its original state except where the requirement to restore is waived in writing by the District Manager.
- 6) a) Upon termination of this permit, the permittee has no right to, or reasonable expectation of, the issuance of a new permit based on prior work on the land. b) The successive issuance of any permit or permits for work on the land described herein will not create any future rights or interests whatsoever in the land.
- 7) Violations of any of the conditions constitutes an offence.

## Conditions

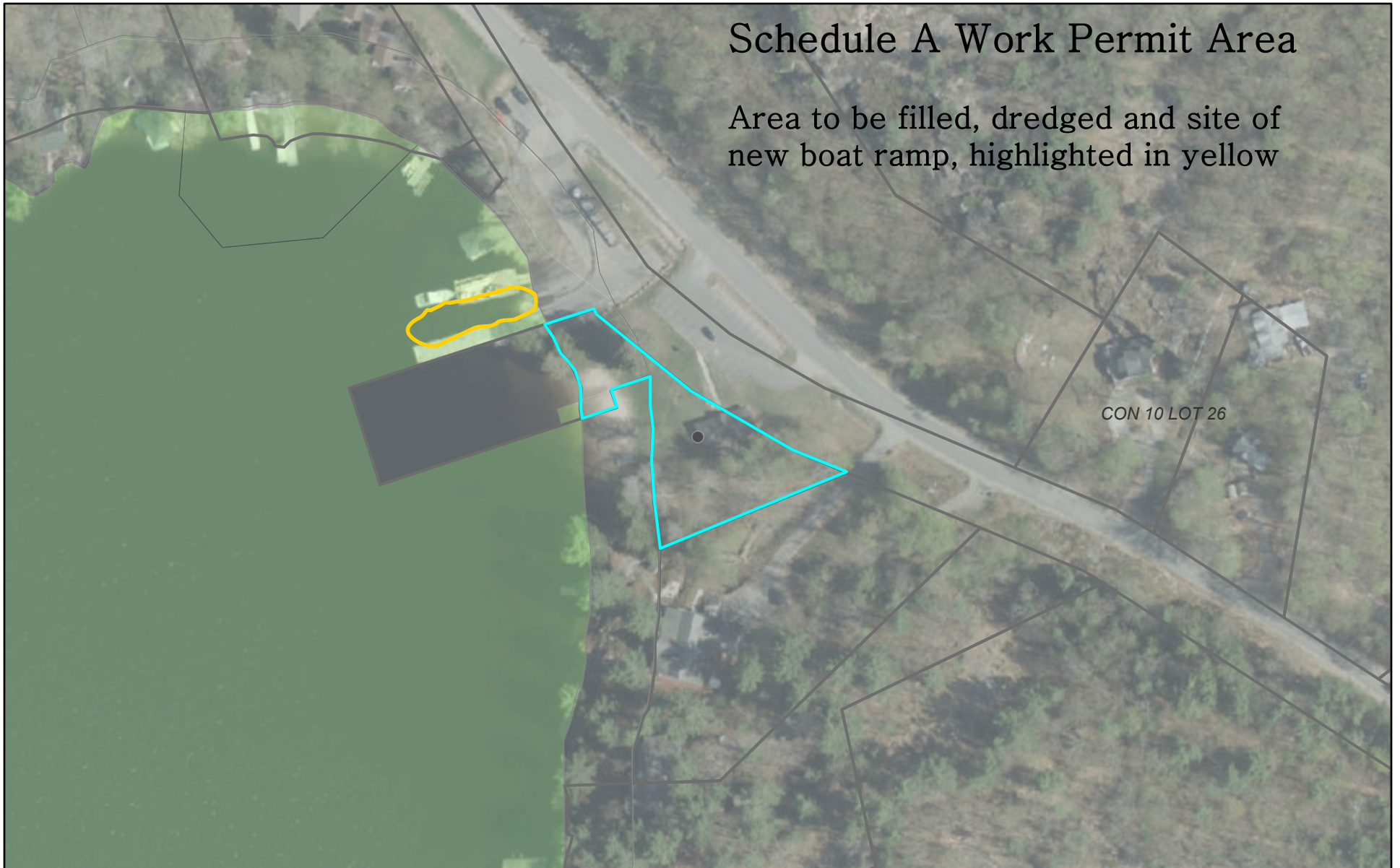
Les parties conviennent que:

- 1) Ce permis de travail autorise le détenteur à effectuer les travaux sur le terrain décrit aux fins énoncées dans ce permis. Il ne confère aucun droit, titre ou intérêt sur le terrain.
- 2) Le détenteur indemnifiera et protégera la Couronne, ses agents, fonctionnaires et représentants de toute poursuite, demande, procès, dommages, perte ou coûts découlant de blessures, décès ou dommages matériels à autrui qui pourrait être causés ou infligés, ou présumer être causés ou infligés de quelque façon que ce soit, par l'exercice des droits ou privilèges accordés par ce permis à son détenteur.
- 3) a) Le détenteur est considéré comme un occupant aux termes de la Loi sur l'entrée sans autorisation et de la Loi sur la responsabilité des occupants et il doit prendre toute mesure qui, dans la situation, est considérée raisonnable afin que les personnes entrant sur les lieux, et les biens apportés par ces personnes, soient raisonnablement sécuritaires lorsqu'ils sont sur les lieux. b) Les avis ou panneaux exigés par la Loi sur l'entrée sans autorisation et la Loi sur la responsabilité des occupants et installés sur les lieux de travail couverts par le permis doivent être préalablement approuvés par le délivreur. L'emplacement et le format des affiches ou des avis doivent être approuvés par le délivreur. c) Le détenteur convient d'enlever ces avis ou panneaux conformément à la Loi sur l'entrée sans autorisation à l'expiration du permis ou sur l'ordre du délivreur. d) Le détenteur accepte de poser des affiches ou des avis à la demande du délivreur.
- 4) Ce permis ne peut être ni cédé ni transféré.
- 5) Le détenteur peut, sous réserve de l'approbation du chef de district, ou doit à sa demande, enlever les aménagements, les biens ou autres avoirs des terres publiques et laisser le site propre et sûr, restauré dans toute la mesure du possible à sa condition originale sauf s'il en est dispensé par écrite par le chef de district.
- 6) a) À l'expiration de ce permis, il sera décidé de délivrer un nouveau permis conformément aux règlements afférents à la Loi sur les terres publiques et le détenteur n'a aucun droit, ni ne peut raisonnablement s'attendre, à ce qu'un nouveau permis lui soit accordé uniquement parce que des travaux ont été effectués sur le site. b) La délivrance successive de permis d'effectuer des travaux sur le terrain décrit ici ne confère aucun droit ou intérêt futur sur ce terrain.
- 7) Les infractions à ces conditions sont punies par la Loi.





# ROD Data Viewer

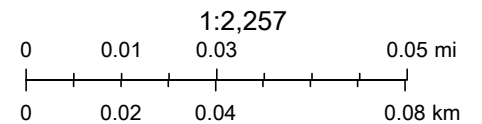
## Schedule A Work Permit Area

Area to be filled, dredged and site of new boat ramp, highlighted in yellow



3/31/2023, 9:45:52 AM

-  Lot Fabric Improved
-  Crown-Unpatented
-  Assessment Parcel with Address
-  Patented Land



## Schedule "D" Work Permit Conditions Report

**Submission ID:** MPSB-2023-PLA-00005

**Approval Number:** MPSB-2023-PLA-00005-WP-001

**Proponent:** Tulloch, on behalf of the Township of Muskoka Lakes

- 
- The extent of the project must front lands owned by the permit holder and in no way encroach upon neighbouring properties
  - All work shall be carried out within the approved Work Permit Area (WPA) only. Any work outside the approved WPA will require separate approval or an amendment to this Work Permit.
  - Wheeled or tracked machinery or equipment used in connection with the activity must be operated from dry land, on ice surface or operated from a barge or vessel, and must be stored on dry land or stored on a barge or vessel.
  - Sediment controls containing the work area must be installed before the work begins, must be maintained for the duration of the work, and must not be removed until after the area has stabilized.
  - Any material that results from the activity, including sediment, debris and aquatic vegetation, must be immediately disposed of on dry land and in a manner that prevents it from entering or re-entering the water body.
  - The Permit Holder shall maintain effective sediment and erosion control measures until re-vegetation of disturbed areas is achieved.
  - The Permit Holder shall ensure slopes of the dredged area are stabilized at an appropriate angle of repose to prevent slumping.
  - The Permit Holder may continue to dredge as long as the interval between dredges does not exceed 5 years and the dredge area is within the boundaries of the previously dredged area
  - Do not use blasting when dredging.
  - The issuance of this permit does not relieve the applicant from the responsibility of acquiring any other agency, board, government, etc. approval as may be required. Applicants are responsible for ensuring compliance with any other applicable legislation, including requirements under the Fisheries Act (Canada).
  - The attached application is provided for your convenience; works are to be completed as set out in this application, unless contrary to any terms or conditions of this permit. In the event of conflict between the application and any terms or conditions of this permit, the terms and conditions set out in this permit shall prevail.
  - If archaeological remains or human burials or other Cultural Heritage Resources are discovered on site at any time stop work immediately, secure the site from further alternation and public access and contact the Ministry of Heritage, Sport, Tourism and Cultural Industries (MHSPI). In the event that human remains are encountered during project implementation contact your local enforcement services and MHSPI staff.