



THE MUNICIPALITY OF
LAMBTON SHORES

Community Services
9577 Port Franks Road
Thedford, ON N0M 2N0
T: 519-243-1400 / 1-866-943-1400
www.lambtonshores.ca

THE MUNICIPALITY OF LAMBTON SHORES

**Request for Proposal – 2025-09
Municipal Harbours Depth Maintenance**



The Municipality of Lambton Shores

9577 Port Franks Road, Thedford ON
Telephone: (519) 243-1400
Email: afarr@lambtonshores.ca
[The Municipality of Lambton Shores](http://www.lambtonshores.ca)

February 11, 2025

SUBMISSIONS shall be received no later than the closing time and date noted below to the attention of Ashley Farr Director of Community Services, and must contain the below information.

| | |
|---------------------------------------|---|
| Request for Proposal Number | 2025-09 |
| Project Name | Municipal Harbours Depth Maintenance |
| Anticipated Council Meeting for Award | March 18, 2025 |
| Project Start Date | April 15, 2025 |
| Project Completion Date | October 31, 2026 |
| Open for Acceptance | 90 days from Tender Closing Time and Date |
| Question Period Closing Time and Date | February 25, 2025, 2:00:00 p.m., local time |
| Proposal Closing Time and Date | March 4, 2025, 11:00:00 a.m., local time |

INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT

Bidders downloading this document from the Municipality of Lambton Shores website must register with the Community Services Department to be added to the Bidders List. Interested Bidders are required to complete the information below and return this form via email to:

afarr@lambtonshores.ca

Bidders who do not register may not receive any additional information or addendums relating to this project.

Bidder Registration Form

Company Name: _____

Address: _____

City/Town: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Project Name: 2025-09 – Municipal Harbours Depth Maintenance

1.0 Request for Pender Details

1.1 Purpose

The Municipality of Lambton Shores (“the Municipality”) is issuing this Request for Proposal (“RFP”) to seek interested Proponents for the supply of labour to maintain the depth through prop washing activities at the mouth of the Ausable where it meets Lake Huron at the Grand Bend and Port Franks Municipal marinas. The scope of work is further detailed within the RFP documents.

With this RFP, the Municipality is seeking proposal submissions which provide the best financial and overall value to the Municipality.

1.2 Background

The Municipality is seeking interested parties to maintain the channel depth to a minimum of 6 feet at the two municipally operated marinas in Grand Bend and Port Franks. The operation will require the use of the two municipally owned prop-washing vessels.

1.3 Named Parties

For the purposes of this RFP, the following parties are identified:

| | |
|------------------------|--|
| Owner: | The Corporation of the Municipality of Lambton Shores |
| Contact for Enquiries: | Ashley Farr, Director of Community Services |
| Telephone No.: | 519-243-1400 ext. 8313 |
| Email: | afarr@lambtonshores.ca |

All inquiries, clarifications, or questions shall be communicated through the above noted Lambton Shores contact email address. Answers shall be addressed through addendum which will be provided to registered bidders and through the Municipality website.

[Tenders and RFPs - Lambton Shores](#)

1.4 Request for Proposal (RFP) Procedure

This RFP was released on February 11, 2025. The process regarding submissions and the RFP opening will be applicable for this RFP. Proponents must adhere strictly to the instructions concerning submissions. The Municipality reserves the right to amend the schedule.

All submissions will be received in-person only via sealed hard copy at the Municipality office (9577 Port Franks Road, Thedford ON) before 11:00:00a.m. Local Time, March 4, 2025, and shall be labelled as follows:



Request for Proposal: No. 2025-09
Municipal Harbours Depth Maintenance
Attention: Ashley Farr, Director of Community Services
Municipality of Lambton Shores
9577 Port Franks Road
Theford, ON N0M 2N0

- A. The Municipality of Lambton Shores reserves the right to accept or reject any or all submissions. The lowest price will not necessarily be accepted as outlined in the evaluation criteria.
- B. Submissions received later than the time specified will not be accepted or considered. Submissions must be plainly marked to reveal contents and the proponents name and address.
- C. Submissions are to be open for acceptance for a period of 90 days beyond the closing date.
- D. Costs shall be provided in Canadian dollars. Prices shall be quoted only on the attached Form of Proposal and HST is to be shown separately as 13%.
- E. Submissions will be reviewed for compliance, and the unofficial results will be shared on the Municipality website when available.

1.5 Question Period Cut-Off Date

During the RFP period, inquiries may only be in writing via email following the aforementioned directions until February 25, 2025, after which time no further inquiries will be accepted. All other inquiries may not be considered or acknowledged.

Inquiries received after this date will only be answered if deemed by the Municipality to be fundamental to the integrity of the RFP. The Municipality may also issue an addendum for administrative corrections and clarifications at any time prior to the RFP's closing date.

1.6 Withdrawal of Submission

Proponents will be permitted to withdraw their Submission, unopened, after it has been deposited, if such a request is received by the Municipality of Lambton Shores, in writing through email, prior to the time specified for the opening of Submissions.

1.7 Negotiations

The Municipality of Lambton Shores reserves the right to enter into negotiations with the selected Proponent who is determined to offer services in the best interest of the Municipality of Lambton Shores with the intent to arrive at a mutually satisfactory arrangement.



1.8 Sub-Contracts

Any Proponent intending to sub-contract for equipment, labour, services, or supplies must clearly identify all sub-consultants/sub-Contractors in their submission. The Municipality of Lambton Shores reserves the right to accept or reject any sub-contracts. Any use of sub-contractors not identified in the original proposal after the award of the contract shall be at the express written consent of the Municipality.

1.9 Incurred Costs

The Municipality of Lambton Shores will not be liable nor reimburse any Proponents for costs incurred in the preparation of submissions, site inspections, demonstrations, or any other services that may be requested as part of the evaluation process.

1.10 RFP Award

Proponents may be required to make a presentation to the Municipality. The presentation may assist the Municipality in selecting a proponent and may alter scoring. The award of this RFP will be subject to Council's approval and will be subject to a review and evaluation of submissions. This RFP will not necessarily be awarded to any proponent. Work shall only commence following approval, subsequent Agreement execution, and all necessary documentation submitted to and approved by the Municipality.

1.11 Payment

Payment will be made monthly, after submission of a detailed invoice and associated reporting. Invoices will be accepted for payment following substantiation.



2.0 Submission Requirements

2.1 General Requirements

- a) The Municipality is requesting responses from Proponents who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in this RFP.
- c) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. Incomplete Responses will not be considered.
- d) Proponents shall ensure they have carefully examined the provisions, plans, specifications, and conditions attached to this RFP and has carefully examined the site and location of the work to be done under this contract, and the Proponent understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this RFP, hereby offers to furnish all machinery, tools, apparatus' and other means of construction, furnish all materials, except as otherwise specified in the RFP, and to complete the work in strict accordance with the provisions, plans, specifications, and conditions attached to this RFP.
- e) It is agreed that any quantities noted within this RFP are estimates only and may increase or decrease slightly by the Municipality without alteration of the contract price.
- f) The Proponent, by way of submission of an RFP, promise to commence work on an "as required basis" and to diligently perform the work continuously when requested by the Municipality, upon acceptance of the RFP, without undue delay as specified and completes the work in its entirety in consultation with the Municipality.

If the Proponent fails or neglects to commence or to execute the work diligently, and at a rate of progress that will ensure the entire completion of the work within a reasonable time, or fail to observe and perform any of the provisions of this RFP, the Municipality may notify the Proponent to discontinue all work under this RFP. The Municipality may then employ such means necessary to complete the work, and in such a case, the Proponent shall have no claim for further payment in respect of work performed.

2.2 Specific Requirements

- a) RFP submissions for the included scope will be received by hardcopy in-person until 11:00:00 a.m., local time on March 4, 2025, to:



Lambton Shores Community Services Department
9577 Port Franks Road
Thedford, ON N0M 2N0
Attn: Ashley Farr, Director of Community Services
afarr@lambtonshores.ca

- b) This RFP in its entirety must form part of the submission packages.
- c) Submissions shall be witnessed and/or sealed.
- d) Submissions must be fully legible. Submissions that are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.
- e) The Proponent shall take out and keep in force until the date of acceptance of the entire work by the Municipality of Lambton Shores, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the Municipality as an additional insured there under and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omissions on the part of the Proponent or any of their employees or agents during the execution of the contract and the Proponent shall forward a certified copy of the policy or certificate to the Municipality before the work commences.
- f) The Proponent shall provide a certificate of coverage from the Workplace Safety and Insurance Board (WSIB) prior to commencement of the work.
- g) The Proponent will be required to supply an Executed Agreement to the satisfaction of the Municipality prior to the work commencing. This Agreement will be prepared by the Municipality, and an example can be found in Appendix A.
- h) The Proponent will be required to submit a list of sub-Contractors (if any) including Health & Safety Acknowledgements and a list of material suppliers prior to the work commencing.
- i) Bidders are advised that no formal pre-bid site meeting is being scheduled as part of this proposal process. Bidders are welcome to visit the proposed site location at their leisure to ensure they fully understand existing site conditions. Bidders interested in meeting with the Municipality may make a request as part of the proposal process.

2.4 Evaluation Process



All accepted submissions will be reviewed by the Municipality. Any submissions not accepted will not be evaluated and Proponents will be informed as such.

2.5 Evaluation Criteria

The proposal evaluation team will consist of staff from the Municipality of Lambton Shores Community Services Department. The evaluation will be based on a points system as follows:

| Technical | |
|---|------------|
| Project Work Plan, Understanding & Familiarity with the Problem/Issues and Municipality | 25 |
| Qualifications & Experience | 45 |
| Sub-Total | 70 |
| Cost | |
| Cost and Fees | 30 |
| Total | 100 |

The order of the items listed should not be taken as an indication of the relative importance of any particular criteria in the evaluation process.

Scoring will be based on the following scale. This scoring sheet will be utilized to score all subsections noted within this RFP that will form part of the Proponents overall score.

| Evaluator Scoring | |
|--------------------------|---|
| 0-1 | Response was significantly lacking or missing |
| 2-4 | Met some expectations but not all |
| 5-6 | Met minimum expectations |
| 7-8 | Exceeded expectations |
| 9-10 | Greatly exceeded expectations |

Project Work Plan, Understanding & Familiarity with the Problem/Issues and Municipality

Demonstrates a clear understanding of issues, constraints, and desired outcome. Provides a detailed work program that explains the approach that will be taken as well as methodology for the different key points of the work plan. Proponents should also detail their proposed schedule that meets the Municipality’s requirements.

Qualifications & Experience

Qualifications of personnel and experience on similar projects. Proponent and associated staff possess the necessary qualifications to operate the vessels.

Cost and Fees

Weighted score based on relative price. Cost breakdown and deliverables that provide a clear understanding of the work plan.



3.0 Submission Information

- 3.1 Responses must be received no later than the specified closing time and date, as per these RFP requirements.
- 3.2 Proponents may edit or withdraw a submitted Response at any time up to the official closing time. Respondents are solely responsible to:
- make any required adjustments to their Response;
 - acknowledge the Addendum/Addenda; and
 - ensure the re-submitted Response is **RECEIVED** no later than the closing time and date.
- 3.3 The Municipality reserves the right to accept or reject any and all responses.
- 3.4 Responses are to remain firm for acceptance for a period of **90** days from the closing time and date.
- 3.5 The acceptance and award of the Response, and any potential subsequent procurement processes, and/or execution of an agreement, contract or purchase order may be subject to approval by Council.
- 3.6 By submitting a response, the Respondent acknowledges and accepts all terms and conditions in this Response solicitation document and all policies and procedures as per the Municipality Procurement and Asset Disposal Policy.
- 3.7 Interested Proponents should submit a Proposal outlining how they can assist with the work that has been requested. The Proposal will include:
- a) Completed Form of Proposal.
 - b) Clear statement of total proposed costs as an upset limit.
 - c) Identification of key personnel including any proposed sub-contractors.
 - d) Outline the proposed approach to the work that is consistent with the terms of the RFP.
 - e) Description of relevant experience, licenses and certifications.

It is expected that every Proponent will have general knowledge of the existing conditions and have reviewed the attached reference documents.



4.0 Terms and Conditions

4.1 Questions/Addenda

- a) All questions, inquiries and clarifications regarding this RFP are to be submitted through email to the aforementioned Municipality contact. Inquiries must not be directed to other employees or Elected Officials. Submitting inquiries outside of this framework may result in your Response being rejected.
- b) The Municipality assumes no responsibility for any verbal (spoken) information from any Municipality staff or from any Consultant firms retained by the Municipality, or from any other person or persons who may have an interest in this Response.
- c) Amendments or changes to this RFP prior to the closing date and time stated herein will only be in the form of written addenda issued by the Municipality and distributed through email to the registered plantakers. It is the Proponents sole responsibility to inform itself of any distributed addenda.

Proponents must acknowledge all addenda as part of their submission. Failure to do so may result in rejection.

- d) The Municipality makes no promise or guarantee that addenda will be delivered by any means to any Respondent. By submitting a Response, the Respondent acknowledges and agrees that addenda shall only be emailed to registered plantakers and it is the sole responsibility of the Respondent to check for said addenda.
- e) Where a request results in a change or a clarification to the RFP, the Municipality will prepare and issue an addendum. No addendum will be issued within the 48 hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the Municipality for regular business hours **with the exception of an addendum postponing the closing or cancelling of this RFP, or a piece of information may be critical to the results of the RFP.**

Respondents that have submitted Responses prior to the date and time cut-off for addenda issuance are solely responsible to monitor their email for further addendum and are therefore also solely responsible for submitting a completely new Response acknowledging any said addenda prior to the closing date and time of the RFP solicitation.

4.2 Cancellation

- a) The Municipality reserves the right, at its absolute sole discretion, to cancel this contract with 30 days written notice, without cause and without penalty.



- b) The Municipality reserves the right, at its absolute sole discretion, to cancel this contract with seven (7) days written notice, with cause and without penalty.

4.3 Rights Reserved by the Municipality

- a) The Municipality reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- b) The Municipality reserves the right to cancel this RFP at any time, without penalty or cost to the Municipality.
- c) In the event of any disagreement between the Municipality and the Respondent regarding the interpretation of the provisions of the RFP, the Municipality shall make the final determination as to interpretation.

4.4 Verification of Information

The Respondent shall cooperate in the verification of information and is deemed to consent to the Municipality verifying such information.

The Municipality shall have the right to:

- a) Verify any Respondent statement or claim by whatever means the Municipality deems appropriate, including contacting persons in addition to those offered as references.
- b) Access the Respondent's premises where any part of the work is to be carried out to confirm Response information quality of processes and to obtain assurance of viability.

4.5 Professional Responsibility

Only qualified, licensed and experienced professionals will be considered. The Successful Proponent shall, in all respects, comply with all statutes, laws, and regulations applicable to the work and to persons employed on or in connection with the work, and pay assessments required or levied by the Workplace Safety and Insurance Board, Revenue Canada, the Employment Insurance and specifically the Ministry of Labour.

4.6 Provisional Items

PROVISIONAL means that the use of this item is conditional on the circumstances determined by the Contract Administrator at the time of construction, pending available budget, and that authorization to proceed must be granted to the Contractor prior to proceeding with the work.



5.0 Project Specifications

5.1 Description of Services to be Provided

As noted herein, the Municipality requires appropriate water level depths to maintain navigable waters through prop washing activities at the Grand Bend and Port Franks Municipal Marinas within the Municipality of Lambton Shores. The successful Proponent will captain the two prop-washing vessels that are owned by the Municipality of Lambton Shores. Vessels are stationed in both Port Franks Marina and Grand Bend Marina. The Municipality has submitted applications for permits to the necessary approval authorities to complete this work.

The contract shall be for a two-year term.

Please note that the only permissible method to complete the depth maintenance is by PROP WASHING method. Any other proposed method will be rejected.

For the first year of the contract, work can commence starting April 15, 2025, and will conclude by October 31, 2025. The time period will be the same for the second year of the contract in 2026. It is to be noted that prop-washing is not permitted during the restricted time from May 15 to June 30, unless the Municipality has received approval from the proper authorities.

Primary responsibilities shall include:

Vessel Operations

- Operate Municipal vessels to conduct propwash dredging to maintain channel depths to a minimum of 6 feet.
- It is the responsibility of the Contractor to take appropriate soundings to satisfy that the required depths have been obtained through prop-washing. The soundings shall be provided to the Municipality upon completion.
- Deploy (spring) and remove (fall) channel and swim area markers.
- Conduct regular inspections of markers and replace as needed. Replacement markers will be provided by the Municipality.
- Follow safe operating procedures of the vessels.
- Manage logistics of voyages.
- Ensure the safety of the crew on board, as applicable.

Maintenance

- General cleanliness of vessels.
- Regularly inspect and report any issues or maintenance requirements to the Municipality.



- Ensure that lifesaving and firefighting equipment is properly inspected and report any issues to the Municipality.
- General channel maintenance that may include removal of navigational hazards.

It is to be understood that any vessel maintenance will be the responsibility of the Municipality of Lambton Shores.

Fueling

- Fuel for the vessel stationed in Grand Bend will be provided by the Municipality through the Grand Bend Marina.
- Arrangements for fueling for the vessel stationed in Port Franks (Northside) is the responsibility of the Proponent and shall be reimbursed by the Municipality. This is separate from the Proposal price and is not to be included in the Proposal.

Reporting

- Prepare and submit logbooks, records, and maintenance records.

Training for the municipal prop washing vessels will be provided by the Municipality.

5.2 Site Locations

The site location is located at 7574 Biddulph Street in Port Franks and 91 River Road in Grand Bend both in Lambton Shores. The existing permitted work areas are included in Appendix B.

5.3 General Specifications

In general, all work shall be carried out in accordance with permits provided by the Department of Fisheries (DFO), the Ministry of Natural Resources and Forestry (MNRF), the Ministry of Environment, Conservation and Parks (MECP), Ausable Bayfield Conservation Authority (ABCA), and the Municipality of Lambton Shores standards unless approved by the Municipality.

Standards and requirements not directly listed within this RFP are still applicable and must be adhered to.



SPECIAL PROVISIONS FOR PROPOSAL ITEMS

ITEM 1 – Maintaining Channel Depths

The Contractor shall provide an hourly rate to supply all labour and experience to maintain the navigable channel. The channel must be maintained at an operating depth of 6 feet for the duration of the boating season through prop washing sediment.

The Municipality requires and will pay a minimum of 16 hours of prop washing/buoy maintenance per week. This amount is divided as eight hours per marina, broken down into two four-hour visits either early in the morning or later in evening to avoid boat traffic as much as possible. Alternate arrangements to the schedule can be made with the Waterfront Manager.

The Contractor shall be responsible to supply all necessary and applicable Transport Canada and other regulatory permits/certifications that may include but not limited to:

- Master Limited Less than 60 Gross Tonnage or greater from Transport Canada.
- Marine Emergency Duties A1 or greater.
- Marine Basic First Aid.
- Restricted Operator Certificate Maritime (ROC-M).
- Vessel inspection and registration (If supplying own vessel(s))

Failure to supply required documents will result in the submitted proposal being removed from consideration.

The Contractor shall place/align swim buoys at the Grand Bend Beach and place/align all channel navigation marker/buoys, “Keep Out” markers/buoys, and “Deep Water” navigation marker. All markers and buoys are to be placed by May 1st. Monitor alignment of navigation buoys compared to navigable channels. As the channel shifts realign the navigation markers as necessary. Monitor alignment of Grand Bend beach swim markers and realign as necessary. Remove all swim markers by September 15 and buoys by October 31, 2025.

ITEM 2 – Call in Hourly Rate

The Contractor shall provide an hourly rate for call-in work based on conditions. This work may be required outside of the normal maintenance as a result of a storm or wind events that create fluvial sediment movement that ultimately affect the channel depths. The Contractor shall be required to commence work in the channel within 12 hours of receiving the call-in.



PROVISIONAL

The Contractor may supply their own prop washing vessel to use in either marina. The Municipality requests that the Contractor provides an hourly rate for this provisional item. Proposed vessels must be properly registered, insured and licensed. Proof of registration and/or license will be required. The supply of an additional vessel owned by the Contractor is not a requirement under this RFP and where available will only be engaged at the sole direction of the Municipality.

Estimated Hours:

1. Scope and Estimates:

- The hours set forth in the Form of Proposal or provided in any project documentation are estimates given for the purpose of bid comparison unless a minimum or maximum guaranteed.

2. Payment Based on Actual Hours:

- Payment will be made solely on the basis of the actual hours worked and documented in accordance with the terms of this contract.

3. Adjustments and Variations:

- The Owner reserves the right to increase or decrease the hours of work or to eliminate tasks entirely.
- The contractor shall be entitled to only the hourly rate agreed to without claim for extra compensation, subject to any minimum or maximum hour provisions stipulated elsewhere in the contract.

4. Documentation and Verification:

- All parties shall maintain accurate records of the actual hours worked and any disbursements made, subject to verification by on-site inspectors or designated representatives.



6.0 Form of Proposal

I/We hereby submit the attached proposal documents to satisfy the requirements as laid out by the Municipality of Lambton Shores, inclusive of Addenda No(s): _____ (as applicable).

I/We agree that we have reviewed and understand the Proposal documents and I/We are capable and willing to perform the requirements of the contract and enter into a legal agreement with the Municipality in regard thereto and where the Proposal is submitted by a Corporation, it shall be signed by a duly authorized officer of the company. Should the Proposal be submitted by a Partnership or Proprietor, it shall be signed by the partners or owner.

I/We agree that this offer shall be irrevocable from the time the Proposals are opened and for a period of 90 calendar days.

PROPOSAL SUBMITTED BY: (Please type/print)

NAME OF SIGNING OFFICER(S)/OWNER(S)/PARTNER(S):

FIRM NAME:

ADDRESS:

TELEPHONE: _____ DATE: _____

| Item | Description | Quantity | Unit | Unit Price (B) | Sub-Total (A x B) |
|--------------------------|---|----------|-------|----------------|-------------------|
| Year One - 2025 | | | | | |
| 1 | Ensure a depth of a minimum of 6 feet is maintained for the duration of the contract from April 15 to October 31 Deploy, remove and monitor buoys throughout the season. | 448 | Hours | \$ _____/Hour | \$ _____ |
| 2 | Call in rate to respond within 12 hours of storm/wind events | 224 | Hours | \$ _____/Hour | \$ _____ |
| SUBTOTAL YEAR ONE | | | | | \$ _____ |

| Year Two - 2026 | | | | | |
|--|---|-----|-------|---------------|---------------|
| 1 | Ensure a depth of a minimum of 6 feet is maintained for the duration of the contract from April 15 to October 31 Deploy, remove and monitor buoys throughout the season. | 448 | Hours | \$ _____/Hour | \$ _____ |
| 2 | Call in rate to respond within 12 hours of storm/wind events | 224 | Hours | \$ _____/Hour | \$ _____ |
| SUBTOTAL YEAR TWO | | | | | \$ _____ |
| SUBTOTAL YEAR ONE + YEAR TWO | | | | | \$ _____ |
| 13% HST | | | | | \$ _____ |
| Grand Total | | | | | \$ _____ |
| Provisional Hourly Rate for Proponent to use their own vessel for prop washing. Do not include in total proposal price | | | | | \$ _____/hour |

I/We agree to perform all necessary work in accordance with the proposal documents for the sum, including HST, of

_____ (\$ _____)

SIGNED AND DELIVERED IN THE PRESENCE OF:

SIGNING OFFICER

WITNESS

NOTE: This Proposal will be received by the **Community Services Department** on or before 11:00:00 a.m., local time, **March 4, 2025**.

Proposals must be signed and witnessed prior to submission.



APPENDIX A
Sample Agreement

AGREEMENT

THIS AGREEMENT made as of _____ day of _____, 2025.

BETWEEN:

The Corporation of the Municipality of Lambton Shores

(hereinafter called "the Municipality")

-and-

(hereinafter called "the Contractor")

WHEREAS the Corporation of the Municipality of Lambton Shores is desirous that certain Works should be completed, viz. Request for Proposal 2025-09 – Harbour Depth Maintenance Program and has accepted the Submission by the Contractor for the completion of such Works,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. Form of Agreement
 - b. Addenda
 - c. Standard Specifications
 - d. Form of Tender
 - e. Supplemental General Conditions of Contract
 - f. General Conditions of Contract
 - g. Information to Bidders
- 3) In consideration of the payments to be made by the Municipality of Lambton Shores to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Municipality of Lambton Shores to complete the works in conformity in all aspects with the provisions of the Contract.
- 4) The Municipality of Lambton Shores hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract, against the Municipality of Lambton Shores.

5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

)
) _____

)
) I/We have the authority to bind the
) corporation
) Per:

)
) _____

)
) **Municipality of Lambton Shores**

)
) I/We have the authority to bind the
) corporation
) Per:

)
) _____

)
) _____

)
) _____

SAMPLE

APPENDIX B Work Areas and Location

Figure 1: Grand Bend Harbour Work Area (approximately 7,000m²)



Figure 2: Port Franks Harbor Work Area (approximately 15,000m²)



APPENDIX C
RFP Envelope Submission Cover



THE MUNICIPALITY OF

LAMBTON SHORES

REQUEST FOR TENDER

CONTRACT NUMBER:

NAME OF RFT:

SUBMITTED BY: