



Township of Muskoka Lakes

Request for Tender

Contract # T-2021-21

**SUPPLY & INSTALL PLATE AND
FRAME EVAPORATOR (CHILLER)
BALA SPORTS CENTRE**

TOWNSHIP OF MUSKOKA LAKES

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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: Contract # T-2021-21

Described as Supply & install new Plate & Frame

Evaporator

Bala Sports Centre

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

Tenders shall be received until: 2:00 p.m. Monday May 17th/2021

In response to COVID-19, the Township has instituted measures to keep residents, partners and employees safe and to prevent the spread of the virus. The municipal office is currently closed to the public. Hard copy submissions shall be deposited in the drop box located outside the Municipal Office located at 1 Bailey Street, Port Carling, ON prior to the date and time specified above. Tender openings are temporarily closed to the public and tender results will be posted on the Township website when available.

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 Greig Young Arena Manager at gyoung@muskokalakes.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) 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 five percent (5%) 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

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 Monday September 13th/2021 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) 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 (include other requirements as needed e.g. start work order).

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 Contract # T-2021-21 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) Special Provisions – General and Item Specific
- e) All Addenda issued pertaining to the Contract as acknowledged below:
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___
 - Addendum No. ___ dated _____, 20___, No. of Pages ___

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 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 _____, 20_____

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

CONTRACT NUMBER Contract # T-2021-21				
Removal of Shell & Tube Chiller and supply and installation of new Plate & Frame Chiller at Bala Sports Centre				
Item	Spec. Code	Item Description	Unit	Total
1.	SP-F-1	Environmental component of project-pumping out Ammonia & CaCl ₂ (Brine) from old Shell & Tube Evaporator.	Lump Sum	
2	SP-F-1	Removal & disposal of Shell & Tube Chiller (to be included in price)	Lump Sum	
3	SP-F-1	Supply & install new Alfa Laval MK15-BW Series Plate & Frame Evaporator including all necessary fittings, safeties, external oil pot, piping, test results and all inspections.	Lump Sum	
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

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 _____, 20____.

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:

FA-1

The Contractor shall perform the following work:

Contract Number Contract # T-2021-21

Described as SUPPLY & INSTALL PLATE AND FRAME
 EVAPORATOR (CHILLER) BALA SPORTS CENTRE

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*

Mayor
The Township of Muskoka Lakes

Signature *Date*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Clerk
The Township of Muskoka Lakes

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
N/A	N/A	N/A	N/A	N/A	N/A

~~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 102	NOV 2018	General Specification for Weighing of Materials
OPSS.MUNI 106	APR 2017	Electrical Work
OPSS.MUNI 120	NOV 2019	The Use of Explosives
OPSS.PROV.127	CURRENT	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
OPSS.MUNI 180	NOV 2016	General Specification for the management of Excess Materials

SECTION E

SPECIAL PROVISIONS -
GENERAL

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS - GENERAL

Special Provisions - General are non-technical specifications, which can amend or extend the OPS General Conditions contained in Section C of the Tender documents. Special Provisions - General do not relate to any one specific tender item, but apply to either a number of tender items or the contract as a whole.

Special Provisions - General 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 - General as produced by the Township of Muskoka Lakes and listed herein are provisions of this Contract.

Clause No.	Special Provisions - General	Pages
SP-E-1	Special Provisions - General	E-2 to E-5

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – GENERAL

No. SP-E-1

1.0 Definitions:

Township:	Refers to the Township of Muskoka Lakes
Owner:	Refers to the Township of Muskoka Lakes
Tenderer:	Refers to any eligible entity providing a Tender Bid
Successful Tenderer:	Refers, in the event of an award, to the selected Proponent.

1.1 INDEMNIFICATION

The successful Tenderer shall indemnify and hold harmless the Township, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Township and against all loss, liability, judgements, claims, suits, demands or expenses which the Township may sustain, suffer or be put to resulting from or arising out of the successful Tenderers failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any Tenderer, its agents, officials and employees.

1.3 ABILITY AND EXPERIENCE OF TENDERER

It is not the purpose of the Township of Muskoka Lakes to award this contract to any Tenderer who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

The following criteria will be utilized by the Township to determine whether a Tenderer is qualified to undertake the award:

- a) The Tenderer's ability and agreement to supply the goods/services
- b) The Tenderer's ability to work effectively with the Township staff and other representatives.
- c) The Tenderer's history with respect to providing satisfactory results and acceptable cooperation.

All Tenderers are invited to provide references or additional information it determines will assist the Township in using the aforementioned criteria. The Township may reject the lowest or any submissions if after investigation and consideration, the Township concludes, in its opinion, that the Tenderer is not able to supply the goods/services in a manner satisfactory to the Township.

1.4 HEALTH & SAFETY

The successful Tenderer must comply with all requirements set out in the Occupational Health & Safety Act and all other regulations that apply to the job at hand.

1.5 PROTECTION OF WORK & PROPERTY

The successful Tenderer shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of goods/services. The successful Tenderer shall make good any such damage or injury.

1.6 WARRANTY

The Tender submission shall include a brief summary on the Schedule of Items and prices of warranties and guarantees covering materials and workmanship. If the product needs to be returned to the supplier for warranty work, it will be at full cost to the successful Tenderer. Warranty work will be performed at the closest dealer.

1.7 LIMITED LIABILITIES

The Township's liability under this Tender document shall be limited to the actual goods/services ordered and provided.

1.8 TENDERER EXPENSE

Any expenses incurred by the Tenderer in the preparation of this Tender submission are entirely the responsibility of the Tenderer and will not be charged to the Township.

1.9 COVID-19 PROTOCOLS

Successful Tenderer will abide by all Provincial and Municipal protocols regarding COVID-19 that includes regular screening of everyone that is on site for the duration of the project. COVID-19 protocols will also be in place during the mandatory site visit.

2.0 MANDATORY SITE VISIT FOR PROJECT

The Corporation of the Township of Muskoka Lakes requests that all interested bidders arrange a mandatory site visit for Wednesday May 5th/2021 between the hours of 8:00 am to 4:00 pm. Site visits will be scheduled by the Arena Manager and each interested bid group (Contracting firm) can send a maximum of two individuals for the site visit. Failure to book a site visit on this date will result in the bid not being accepted by the Corporation of the Township of Muskoka Lakes. Check job site and dimensions during a mandatory site meeting and confirm existing equipment, electrical panels, motors, controls, field wiring of the refrigeration system, and available installation space for new equipment and piping before bidding.

2.1 The Bala Sports Centre is located at 1009 Maple Avenue Bala, Ontario. The rink size is 180' X 80', and the typical operating season is from the middle of October to April 1st. The project is to remove the existing Shell & Tube Evaporator and install a new Plate & Frame Evaporator.

2.2 All equipment and material shall carry CSA approval and conform to all Federal, Provincial, Municipal regulations and standards.

- 2.3 All equipment and material shall be new, of the best quality, and supplied by specified manufacturer or an accepted suitable equivalent plate & frame evaporator. Approval of Plate & Frame Evaporator is the decision of the Corporation of the Township of Muskoka Lakes.
- 2.4 The Refrigeration Contractor shall correct any deficiency within 30 days. The Owner keeps the option to call a third party to complete related work if the deficiency is not corrected in 30 days. The Refrigeration Contractor is to pay for any related costs. The Owner may give a written notice to the Refrigeration Contractor before taking action.
- 2.5 If overtime work is required to meet the completion date, it is to be included in the bid tender.
- 2.6 Provide any required electrical, structural and other professional design, review reports, assurance letters.

2.7 CODE COMPLIANCE

The Refrigeration Plant System and Compressor Room are required to be installed, constructed, operated and maintained in accordance with all current applicable codes and regulations, latest revisions (Provincial and Local codes, rules, regulations and ordinances, Technical Standards & Safety Authority, WSIB regulations and etc.) including but not necessarily limited to the following:

- CSA B52-18 Mechanical Refrigeration Code
- CSA B51-14 Boiler, Pressure Vessels & Pressure Piping Code
- ASME Boiler & Pressure Vessel Code, Section VIII Pressure Vessels, Div. 1-2017
- ASHRAE 15- 2016 Safety Standard for Refrigeration Systems and Designation and Classification of Refrigerants
- CSA C22.1- 18 Canadian Electrical Code, Part I
- CSA C22.2 No. 0-10, Canadian Electrical Code, Part II
- CSA C22.2 No. 14, Industrial Control Equipment
- Ontario Health & Safety Act and Regulations
- Environment Protection Act 1990
- Ontario Building Code Act S.O 1992, c.23
- Hazardous Products Regulation (SOR/2015-17)
- Operating Engineer's Regulation
- Boiler and Vessels Regulation
- WHMIS 2015
- Ontario Fire Code- O.Reg, 213/07
- Technical Standards and Safety Act, 2000, S.O 2000, c.16

SECTION F

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.

Clause No.	Special Provisions – Item Specific	Pages
SP-F-1	Special Provisions – Item Specific	F-2 to F-6

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-1

1.0 Definitions:

Township:	Refers to the Township of Muskoka Lakes
Owner:	Refers to the Township of Muskoka Lakes
Tenderer:	Refers to any eligible entity providing a Tender Bid
Successful Tenderer:	Refers, in the event of an award, to the selected Proponent.

2.0 SCOPE OF WORK

This project specification shall be deemed to cover the complete installation ready for operation. Consequently, minor details not mentioned in this description of work that is necessary for the proper functioning of the disposal of the old shell and tube evaporator (chiller), or the installation of the new plate and frame evaporator (chiller), including equipment serviceability, shall be included in the work and the bid price.

- 2.1 The Successful Tenderer will remove all Primary & Secondary refrigerants from the old Shell & Tube Evaporator (Chiller). The existing Shell & Tube chiller shall be removed from the Refrigeration Plant Room and become the property of the Successful Tenderer. The Successful Tenderer will also supply and install an appropriate Plate & Frame Evaporator (Alfa Laval or equivalent) which will be sized to operate two six (6)-cylinder Mycom N6WA compressors.
- 2.2 Valve off (isolate) brine to shell and tube chiller. Pump out brine into approved storage tank located outside the arena. Work will include the removal and disposal of shell & tube evaporator. Once removed the old shell & tube evaporator will become the property of the successful bidder.
- 2.3 Successful Tenderer will pump out ammonia and store it on site in approved containers. No ammonia is to be released into the atmosphere.
- 2.4 Remove, demolish, and dispose the existing shell and tube brine chiller and related insulation shall be included.
- 2.5 The work includes but is not necessarily limited to the following: Supply and install new (properly sized) Plate & Frame Evaporator (Chiller), labour, tools, and warranty for the project.
- 2.6 All freight, and local cartage costs of the equipment and material for this project to be

included in the bid price. Offloading and rigging costs for loading or offloading equipment and material for this project will be included in the contract. The method of removing the old Shell & Tube Evaporator, bringing in, and installing the new Plate & Frame

- 2.7 Successful Tenderer will provide suction piping from new Plate and Frame to the two N6WA Mycom compressors (new piping/insulation/labelling).

3.0 Existing Equipment

(2) N6WA Mycom Compressors (50 Horsepower Motors); Armstrong Brine Pump Motor (20 HP, Model # 819359-002, Coupling 7J); & Baltimore Coil Evaporative Condenser (Model # VC1-100, 7.5 HP, & installed in 2009).

4.0 Equipment (New)

- 4.1 Successful Bidder in good standing with supplier will supply (including all delivery costs) and install an Alfa Laval MK-10 BW Series Plate & Frame Evaporator or equivalent supplier (model). Final decision for the acceptable model other than Alfa Laval MK-10 BW model Plate & Frame to be installed at the Bala Sports Centre will be the right of the Corporation of the Township of Muskoka Lakes. Chiller gaskets should be good for Ammonia (R-717) and CaCl₂ application.
- 4.2 The steel frame and concrete pads for the new Plate & Frame Evaporator will be supplied and installed by the Successful Tenderer. The height of the steel support frame stand for the plate & frame evaporator (chiller-ammonia/CaCl₂ application) complete with U-Turn surge drum package shall satisfy the requirement of an external oil pot installation (included in successful bid).
- 4.3 Successful bidder will provide all necessary equipment, material, valves, safeties, labour, pipe insulation, fittings, tools, and warranty from Manufacturer for the project as per the manufacturer's recommendations and as per regulating Acts & regulations (Federal & Provincial Regulations).
- 4.4 Supply and install a large brine filter and bypass brine pipeline for brine solution filtering. Successful Bidder will provide a case of brine filters which will be included in the bid tender.
- 4.5 All equipment and material shall carry CSA approval and conform to all Federal, Provincial, and Municipal regulations & standards.
- 4.6 All materials used in the project shall be suitable for ammonia. No material shall be used that will deteriorate because of the refrigerant (R-717), the oil, or their combination in the presence of the air or moisture.
- 4.7 Successful Tenderer will supply and install a new external oil pot (with Deadman valve), stainless steel drain pan (Supply and install water drain tubes from the drip pans to drain), supply and install a high ammonia level float switch operating high side float with valves and bypass, surge drum, suction valve, and relief valves.
- 4.8 Successful bid will include start up and testing of all equipment, and testing of safeties.

5.0 Existing Ace Refrigeration Shell & Tube Evaporator

- 5.1 The ammonia from the existing Ace Refrigeration Shell & Tube Evaporator will be contained so that it can be charged back later into the new Plate & Frame Evaporator.
- 5.2 The brine system will be valved off by a certified Refrigeration mechanic. The brine within the old evaporator will be pumped out and stored on site in a certified storage container.
- 5.3 The old Shell & Tube Evaporator will be removed by the successful bidder and will become the property of the successful bidder to arrange for proper disposal according to Provincial Environmental Regulations. All labour, environmental fees and transportation of old equipment for disposal will be included in the bid quote.
- 5.4 Three methods of removing the old equipment and bringing in the new surge drum have been suggested. These methods are mentioned in section below. Each interested bidder will provide a cost for each method of removing the old Shell & Tube Evaporator. We ask that the Successful bidder recommend which method they prefer to use taking in all factors with the removal.

6.0 Drawings & Specifications

- 6.1 Bids for this project will be required to submit shop drawings to show the design in room for installation of new Plate & Frame Evaporator (Chiller).
- 6.2 Shop drawings will include but not limited to the following: new Plate & Frame Evaporator, U-Turn Surge Drum; external oil pot drain system (with dead man valve), high liquid cutout safety, wiring diagram, piping, connections to existing brine system (plastic header piping), valves, fittings, etc.
- 6.3 Review of the shop drawings does not relieve the Successful Bidder's responsibility for using correct equipment, fittings, valves, safeties, etc.
- 6.4 Successful Tenderer will provide a detailed Refrigeration Plant Room diagram complete with drawing showing valves, etc. and corresponding numbered tags.

7.0 Delivery & Off-loading Options

- 7.1 **Option #1-** Successful Bidder will provide in their bid the costs for removing concrete blocks to enable the removal of the old Shell & Tube Evaporator, and the installation of the new Plate & Frame Evaporator with a U-turn Surge Drum. The bid will include all contracting labour to cut out the blocks, and to block in the area again at the completion of the work. All labour and material for this option will be included in the bid quote. Engineering costs for ensuring no compromise of the wall structure will also be included for this option in the bid quote.

- 7.2 **Option #2-** Off load the old Plate and Frame Evaporator with an overhead crane contractor. Submitted bids for this option will include all costs such as overhead crane machine and labour costs, Hydro One disconnecting the power while the old Shell & Tube Evaporator is removed, and the new Plate & Frame Evaporator is placed inside the plant room via the 3' side exit door. The bid quote will also include both the disconnect and re-connection of power by Hydro One.
- 7.3 **Option #3-** There has been question from Refrigeration Contractors about getting the old Shell & Tube Evaporator out, and the new Plate & Frame Evaporator into the room. The third and easiest, and cheapest option if possible is to be able to cart the equipment out and into the room. Bids will state whether this is possible option.
- 7.4 All freight, and local cartage costs of the equipment and material for this project will be included in the bid tender. All costs to load and offload the equipment will be included in the bid tender.

8.0 Expectations of Contractor for Project

- 8.1 All Contractors shall exercise due care and diligence in working in occupied areas. Keep the job reasonably clear of material & rubbish at all times during the progress of the project.
- 8.2 All tradesmen working on this project shall be qualified under Provincial regulations and experienced in ammonia plant installations.
- 8.3 The Successful Tenderer will arrange and pay (include in bid tender) for all inspections or registration fees connected with this work.
- 8.4 All travel and accommodation costs for this project are to be included in the bid tender.
- 8.5 If overtime work is required to meet the completion date, all labour costs including overtime is to be included with this bid tender.
- 8.6 The Successful Tenderer will arrange with the T.S.S.A (Technical Standards & Safety Authority) for final inspection. All fees charged by T.S.S.A will be included in the bid tender.
- 8.7 The Successful Tenderer will start up the Refrigeration Plant System, test/tag all safeties, and provide commissioning documentation.
- 8.8 The Successful Tenderer will provide proper treatment of the existing brine solution to bring all the parameters (ammonia ppm level, brine inhibitor, PH) to acceptable control range. A copy of the laboratory report will be provided to the Arena Manager. These costs will be included in the bid tender.
- 8.9 Clean up of all material from job site to customer satisfaction.

9.0 Testing & Warranties

- 9.1 The Contractor will start up the Refrigeration plant system and test and tag all safeties,

before charging the system with ammonia.

- 9.2 Successful Tenderer will take a brine sample and have the sample analyzed at an approved laboratory, and provide these results to the Arena Manager. The labour and laboratory costs will be included in the bid tender.
- 9.3 Any deficiencies reported by T.S.S.A (Technical Standards & Safety Authority) will be corrected by the contractor with no expenses or other related charges being charged to the Corporation of the Township of Muskoka Lakes.
- 9.4 Successful Tenderer at the completion of the project will provide a three ring binder consisting of but not limited to a system manual from Alfa Laval or equivalent supplier. Manufacturer's recommendations for replacement of parts (i.e. seals etc.) or other maintenance requirements. All commissioning & decommissioning documentation from T.S.S.A (Technical Standards and Safety Authority), T.S.S.A inspection reports and registration documentation. Binder will also include the Brine Analysis from an approved laboratory.
- 9.5 All warranties on equipment and labour begins on the completion date of the project. Successful Tenderer will provide one-year warranty on labour and material connected with project.

10.0 Piping

- 10.1 All piping, fittings, and valves will be supplied and installed by a certified Refrigeration Technician.
- 10.2 All piping shall conform to the latest edition of the B-52 Mechanical Refrigeration Code.
- 10.3 Supply and install pipe support, hangers, and seismic restrains for new installed ammonia and brine pipes.
- 10.4 Successful Tenderer will supply and paint one coat of primer and one coat of finish paint on all new piping, steel supports, and any unfinished steel surfaces.
- 10.5 Insulation required for suction piping will be supplied and installed for all new piping and disturbed sections of project. Insulation to be installed in accordance with manufacturer's recommendations. Overlap and lap seal for all seams.
- 10.6 Bid tender will include new brine inlet and outlet readings.

11.0 Training

- 11.1 The Successful Tenderer will provide for the staff of the Township of Muskoka Lakes four hours of manual and practical training for the new Plate & Frame Evaporator and Surge Drum.
- 11.2 Successful Tenderer will arrange training prior to November 1st/2021 with the Arena Manager for the Corporation of the Township of Muskoka Lakes.