



Township of Muskoka Lakes

Request for Tender

T-2021-33

Bala Sidewalk Winter Maintenance

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: T-2021-33

Described as Bala Sidewalk Winter Maintenance

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. Tuesday, October 12th, 2021

In response to COVID-19 (Novel Coronavirus), 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 submission deadline. All tender openings are temporarily closed to the public and tender results will be posted online 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 Tim Sopkowe, Public Works Technician at tsopkowe@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 xxxxxxxx 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 45 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.

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-2021-33 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:
 - 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

<p align="center">CONTRACT NUMBER T-2021-33 BALA SIDEWALK WINTER MAINTENANCE</p>						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	SP-F-1	Winter Maintenance Bala Sidewalks	Per Event	30		
<p>Total Tender Price (Transfer Amount to FT-3.3 of the Tender)</p>						
<p>Tenderer's HST Registration Number:</p>						
<p>Provisional Items</p>						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
2	SP-F-2	Currie Street Snow Clearing	Per Event	1		

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 _____, 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 T-2021-33

Described as Bala Sidewalk Winter Maintenance

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.

_____	_____	_____	_____
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
Contractor (Corporate Seal if required by TC-1)		Director of Public Works The Township of Muskoka Lakes	

_____	_____	_____	_____
<i>Signature</i>	<i>Date</i>		
Contractor (Second Signature if required by TC-1)			

_____	_____
<i>Signature</i>	<i>Date</i>
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

OPSS.MUNI 182	NOV 2012	Environmental Protection for Construction in Waterbodies and on Waterbody Banks
OPSS.MUNI 1001	NOV 2018	Material Specification For Aggregates - General
OPSS.MUNI 1004	NOV 2013	Material Specification For Aggregates - Miscellaneous

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-3

TOWNSHIP OF MUSKOKA LAKES
SPECIAL PROVISIONS – GENERAL

No. SP-E-1

1.0 GENERAL

1.1 In this contract, *Owner, Township or Township of Muskoka Lakes* can be used interchangeably and means *The Corporation of the Township of Muskoka Lakes*.

2.0 HOURS OF WORK

2.1 ~~No work shall occur outside of 7:00 am to 5:00 pm, Monday to Thursday or 7:00 am to 12:00 pm on Fridays or on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday) without prior written approval from the Contract Administrator.~~

3.0 AFTER HOURS CONTACT

3.1 The contractor shall ensure that an authorized representative is available which can be contacted 24 hours a day, 7 days a week for emergency purposes.

4.0 NO INTERRUPTION OF SERVICE

4.1 The Contractor shall make every effort to facilitate the movement of mail delivery, school, garbage collection and recyclable collection vehicles. If the work prohibits the ability of these vehicles to provide service, the Contractor, at no extra expense to the Owner, shall coordinate with the affected service to undertake this work

5.0 EXTRA WORK, ADDITIONAL WORK AND/OR CHANGES IN THE WORK

5.1 No Extra Work, Additional Work and/or Changes in the Work shall be completed without the prior written approval of the Contract Administrator.

5.2 Extra Work, Additional Work and/or Changes in the Work must be identified as such by the Contractor when submitting the request for approval and no claims shall be made related to delays by the Contractor in requesting approval to complete Extra Work, Additional Work and/or Changes in the Work.

5.3 Despite anything stated elsewhere in the Contract, approval from the Contract Administrator shall be received before completing any Extra Work, Additional Work and/or Changes in the Work. Failure to obtain prior written approval may result in non-payment for this portion of the work.

6.0 CONTRACTOR PERFORMANCE

- 6.1 Any undue delays in the execution of the work and/or costs incurred to the Township due to inefficiencies in performance by the Contractor shall be deemed to be the responsibility of the Contractor and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the Contractor by subtracting it off the Contractor's invoice.
- 6.2 The Contractor shall be notified in writing of any such delays and/or costs and be provided opportunity to correct the inefficiencies to the satisfaction of the Contract Administrator before any costs will be applied.

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-4
SP-F-2	Special Provisions – Item Specific	F-5 to F-6

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-1

1.0 SCOPE OF WORK

- 1.1 The work shall include the full scope of winter maintenance required for the areas identified in this tender as sidewalks for the winter season from November 1 to April 30 of each year.
- 1.2 The work shall include the plowing/blowing/shovelling and the application of winter sand and/or salt as required to achieve the required performance objectives as well as active monitoring of weather and sidewalk conditions in between weather events.
- 1.3 All work and materials provided under this contract shall conform to OPSS.MUNI 1004 and OPSS.MUNI 1001. The Township reserves the right to test materials for compliance to these specifications and to reject and request material that meets the specifications at no additional cost. All testing will be paid for by the Township.
- 1.4 Winter sand provided under this contract may include up to 25% granite screenings provided that the product meets all specifications of the contract.
- 1.5 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work.

2.0 PERFORMANCE OBJECTIVES

- 2.1 The following are the performance objectives and shall apply to all areas identified in *Appendix A – Bala Sidewalk Winter Maintenance Area*.
 - Minimum width of clearing to be 1.5 meters (5ft).
 - Maximum allowed snow accumulation 50 mm (2")
 - Clearing to begin within four (4) hours of when snow width and/or snow depth condition exceed the minimum requirements.
 - Sidewalks must be treated within 24 hours of ice formation by either applying abrasive material (winter sand) or melting agents (salt or other approved ice melter). Treatment shall be monitored for effectiveness and continue until ice has melted or traction for pedestrians has been restored.
 - Snow accumulation and ice formation shall include any resulting from highway snow clearing operations on Muskoka Road 169.

- All snow clearing must be completed so as to not deposit any material upon the District or Township road or parking surfaces of the road.
- 2.2 The municipality recognizes that the pedestrian bridge crossings (3 in total), are restricted in width and that the cleared path will only be that which is possible by the sidewalk on the bridge(s).
- 2.3 Attention is drawn to the stairs on Bala Falls Road and as shown in *Appendix A – Bala Sidewalk Winter Maintenance Area*. Both sets of stairs are to be included in the work and likely need to be maintained manually.
- 2.4 The weather must be monitored at all times during the winter season from Nov 1 to April 30 by the contractor. Forecasts must be monitored for 24 hours in advance at all times for possible snow accumulation and ice formation. This must be documented in the daily log. The daily log shall be available for inspection at any time by the Township and shall be submitted to the Township at the end of the season.
- 2.5 If it is determined by the contractor that the weather forecast and monitoring indicates that there is a substantial probability of snow accumulation on sidewalks, ice formation on sidewalks or icy sidewalks, the Contractor must patrol and monitor the sidewalk for conformance to the performance objective and deploy resources when required. Further to this, the contractor must be able to deploy at the request of the Township of Muskoka Lakes Road Foreman.

3.0 CONTRACT PERIOD

- 3.1 The Contract shall be for three winter seasons and for the 2021/22, 2022/23 and 2023/24 winter season from Nov 1, 2021 until April 30, 2024.

4.0 AUTHORIZATION TO COMMENCE WORK

- 4.1 The Contractor must be ready to start Work on November 1 of each season. All equipment, labor and materials must be fully mobilized and ready to perform the Work as of this date.

5.0 QUANTITIES ARE ESTIMATED

- 5.1 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.
- 5.2 Despite anything stated elsewhere in this Contract, the Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price and shall not be responsible for any additional costs incurred as a result of exercising this right.

6.0 PAYMENT

- 6.1 Payment at the contract price for the tender item shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents including all traffic control as per OTM Book 7.
- 6.2 Payment shall be made monthly basis upon receipt of a proper invoice.
- 6.3 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Accounts Payable Department at ap@muskokalakes.ca. All invoices related to this tender shall reference the tender number and the purchase order number provided.
- 6.4 Payment shall be on a per event basis at the contract price. The per event price shall include all labour, equipment and materials required to bring all areas to the standards identified in this tender.
- 6.5 Costs for monitoring of weather and field conditions in between events shall be included in Item #1 Winter Maintenance Bala Sidewalks. This work will be included in the tender price for Item #1 and no additional payment shall be made for this work nor should the monitoring of conditions be considered an event for payment.

7.0 LOCATION OF WORK

- 7.1 A map of locations has been provided in *Appendix A – Bala Sidewalk Winter Maintenance Area*. The area marked with the red line is the area of the Work. The map shows approximate locations and shall be used as a general guide but the actual limits of sidewalks and paved shoulders maintained as sidewalks shall be as they exist in the field between landmark intersections illustrated in the map provided.
- 7.2 The stairs located on Bala Falls Road at the intersection of Muskoka Road 169 are included in the Work and shall be maintained as a sidewalk as described in this tender document.
- 7.3 It is the responsibility of the Contractor to view all locations prior to bidding.

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-2

1.0 SCOPE OF WORK

- 1.6 The contractor shall be able to provide service related to this provisional tender item any time during the winter season from November 1 to April 30 of each year.
- 1.7 The work shall include the plowing/blowing of snow as required to achieve the required performance objectives.
- 1.8 Currie Street is maintained by the Township Public Works Department using their equipment and staff. The intent of this provisional item is to provide an option to open up a constricted area of Currie Street utilizing a blower to create room for snow storage when and if required by Township plows. The area is from 1036 Currie Street to the end of the road.
- 1.9 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work.

2.0 PERFORMANCE OBJECTIVES

The following are the performance objectives and shall apply to all areas identified in *Appendix B – Currie Street, Bala Provisional Winter Maintenance*.

- Minimum width of clearing to be from the outside edge of the shoulder to outside edge of the shoulder and as requested by the Township Roads Foreman.
- All snow must be cleared into the available areas for snow storage as identified by the Township Roads Foreman.
- The clearing must occur within 24 hours of a request by the Township Roads Foreman for service related to this provisional tender item.

3.0 CONTRACT PERIOD

- 3.1 The Contract shall be for three winter seasons and for the 2021/22, 2022/23 and 2023/24 winter season from Nov 1, 2021 until April 30, 2024.

4.0 AUTHORIZATION TO COMMENCE WORK

4.1 The Contractor must be ready to start Work on November 1 of each season. All equipment, labor and materials must be fully mobilized and ready to perform the Work as of this date.

5.0 QUANTITIES ARE ESTIMATED

5.1 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.

5.2 Despite anything stated elsewhere in this Contract, the Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price and shall not be responsible for any additional costs incurred as a result of exercising this right.

6.0 QUANTITIES ARE ESTIMATED

6.1 This item is provisional in nature. The Township shall have sole discretion of whether or not to request work from the Contractor under this item.

7.0 PAYMENT

7.1 Payment at the contract price for the tender item shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents including all traffic control as per OTM Book 7.

7.2 Payment shall be made monthly basis upon receipt of a proper invoice.

7.3 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Accounts Payable Department at ap@muskokalakes.ca. All invoices related to this tender shall reference the tender number and the purchase order number provided.

7.4 Payment shall be on a per event basis at the contract price. The per event price shall include all labour, equipment and materials required to bring all areas to the standards identified in this tender.

8.0 LOCATION OF WORK

15.1 A map of location has been provided in *Appendix B – Currie Street, Bala Provisional Winter Maintenance*. The area marked with the yellow line is the area of the Work.

15.2 It is the responsibility of the Contractor to view all locations prior to bidding.

Appendix A – Bala Sidewalk Winter Maintenance Area



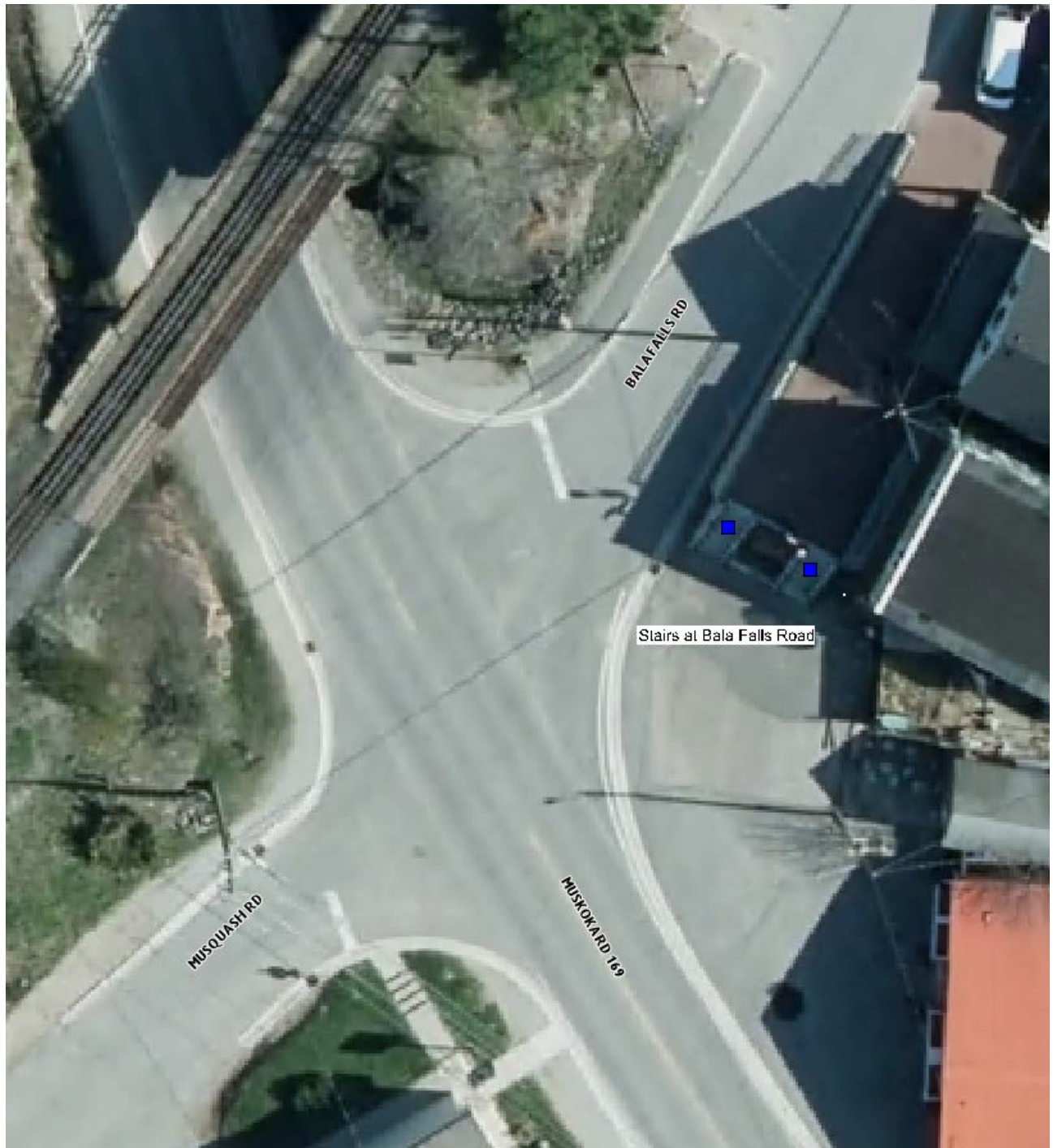
Appendix A – Bala Sidewalk Winter Maintenance Area



Appendix A – Bala Sidewalk Winter Maintenance Area



Appendix A – Bala Sidewalk Winter Maintenance Area



Appendix B – Currie Street, Bala Provisional Winter Maintenance

