



Township of Muskoka Lakes

Request for Tender

T-2022-47

Bala Sports Park Basketball Court

TOWNSHIP OF MUSKOKA LAKES

CONTENTS

Section A Tender

Section B Form of Agreement

Section C OPS General Conditions of Contract

Section D OPS Standard Specifications and Standard Drawings

Section E Special Provision - General

Section F Special Provision – Item Specific

Section G Contract Drawings

SECTION A

TENDER

TOWNSHIP OF MUSKOKA LAKES

INDEX TO TENDER

PART I	TENDER CALL	1
PART II	TENDER CONDITIONS.....	2
TC-1	Completion and Submissions of Tenders	2
TC-2	Tender Deposit	2
TC-3	Basis of Award	3
TC-4	Addenda.....	3
TC-5	Irregular Tenders	3
TC-6	Unbalanced Tenders.....	4
TC-7	Collusion	4
TC-8	Right to Accept or Reject Tenders	4
TC-9	Contract Documents	4
TC-10	Errors, Omissions and Discrepancies in the Contract Documents.....	4
TC-11	Irrevocability of Offer	5
TC-12	Successful Tenderer - Securities	5
TC-13	Successful Tenderer - WSIB Certificate of Clearance	5
TC-14	Successful Tenderer - Execution of Form of Agreement	5
TC-15	Successful Tenderer - Insurance	5
TC-16	Successful Tenderer - Contractor's Responsibilities Sign-Off Form.....	6
TC-17	Successful Tenderer - Time for Completion	6
TC-18	Successful Tenderer - Liquidated Damages	6
TC-19	Successful Tenderer - Submission of Documentation	7
TC-20	Successful Tenderer - Commencement of the Work	7
TC-21	Successful Tenderer - Vendor Performance Management Notice.....	7
PART III	FORM OF TENDER.....	8
FT-1	Contract Documents	8
FT-2	Tenderer's Declarations	8
FT-3	Tenderer's Offer.....	9
FT-4	Schedule of Prices	9

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-2022-47

Described as Bala Sports Park Basketball Court

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

Tenders shall be received until: 2:00 p.m. Wednesday, August 3, 2022

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 three (3) 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 two (2) 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. The amount of required insurance is amended to an amount of at least TWO MILLION DOLLARS (\$2,000,000.00).

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 September 30, 2022 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 10 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 5 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-2022-47 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) Contract Drawings
- g) 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 T-2022-47 BALA SPORTS PARK BASKETBALL COURT						
--	--	--	--	--	--	--

Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total Price
1	SP-F 1	Construct new basketball court	Lump Sum	1		
Total Tender Price (Transfer Amount to FT-3.3 of the Tender)						
Tenderer's HST Registration Number:						

- 4.3 All prices to be shown excluding HST.
- 4.4 Refer to Section D of the tender document for a detailed list of OPSS and OPSD that apply to items above. All OPSS are OPSS.MUNI except where only OPSS.COMM is available.
- 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.

FT-6 Bidder's Experience and References

The bidder shall provide information on 2 projects in this class of work that have been undertaken in the past 3 years. References may be contacted by the Township and the responses received considered as part of the award process.

Project 1: _____ Year: _____

Approximate Value: _____

Description of the Work: _____

Project Owner: _____

Owner's Project Manager: _____

Owner's Project Manager's Telephone Number: _____

Owner's Project Manager's Email: _____

Project 2: _____ Year: _____

Approximate Value: _____

Description of the Work: _____

Project Owner: _____

Owner's Project Manager: _____

Owner's Project Manager's Telephone Number: _____

Owner's Project Manager's Email: _____

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-2022-47

Described as Bala Sports Park Basketball Court

- 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 Date	OPSD	Rev Date	OPSD	Rev Date

- 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 206	Apr 2019	Grading
OPSS.MUNI 310	Nov 2017	Hot Mix Asphalt
OPSS.MUNI 314	Nov 2019	Untreated Granular Subbase, Base, Surface, Shoulder, and Stockpiling
OPSS.MUNI 501	Nov 2017	Compacting
OPSS.710	Nov 2010	Pavement Marking
OPSS.MUNI 805	Nov 2018	Temporary Erosion and Sediment Control Measures
OPSS.MUNI 1001	NOV 2018	Material Specification For Aggregates - General
OPSS.MUNI.1010	NOV 2013	Aggregates - Base, Sub-base, Select Subgrade, and Backfill Material
OPSS.MUNI 1101	Nov 2016	Performance Graded Asphalt Cement (PGAC)
OPSS.MUNI 1103	Nov 2019	Emulsified Asphalt
OPSS.MUNI1150	Nov 2020	Hot Mix Asphalt (HMA)

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-1 to E-5

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – GENERAL

GENERAL WORK

SP-E 1. SCOPE OF WORK

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

SP-E 2. LOCATION OF THE WORK

The location of the work is the Bala Sports Park in Bala, ON in the Township of Muskoka Lakes. The Bala Sports Park is located at 3224 MUSKOKA RD 169 in Bala, Ontario. The specific limits and scope of the work to be completed are as detailed in the tender documents.

SP-E 3. SCHEDULE OF WORK

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

SP-E 4. HOURS OF WORK

No work shall occur outside of 7:00 am to 7:00 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.

SP-E 5. AFTER HOURS CONTACT

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.

SP-E 6. NO INTERRUPTION OF SERVICE

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

SP-E 7. PERMITS & FEES

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

SP-E 8. LAYOUT WORK

The Contractor shall be responsible for the detailed layout of the work.

SP-E 9. MATERIALS SUPPLIED BY THE CONTRACTOR

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

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

SP-E 10. TEMPORARY WATER & POWER

The Contractor shall make arrangements and pay all costs for the supply of temporary water and power if required to suit the contractors activities.

SP-E 11. EXISTING UTILITIES, WATERMAINS & SEWERS

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

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

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

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

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

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

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

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

SP-E 12. DUST & SILT CONTROL

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

The Contractor will be responsible for sediment control during construction by providing temporary sediment control devices. This work shall be part of the General Work of the Contract.

The Contractor shall be responsible for mud tracked off the site. Any mud/soil tracked off site shall be cleaned as required to keep external road systems clean and safe for all traffic.

SP-E 13. DISPOSAL OF MATERIALS

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

SP-E 14. FENCING

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

SP-E 15. SUBCONTRACTING

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

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.

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.

SP-E 16. SAFE WORKING PRACTICES AND CONTINGENCY PLANNING DURING COVID-19 PANDEMIC

Upon award of the Contract and prior to any work being undertaken, the Contractor shall provide the Contract Administrator with a detailed policy outlining the safe working practices to decrease potential hazards of exposure and/or contamination during the COVID-19 Pandemic. The policy may include, but is not limited to the following information:

- Responsibility of the Project Manager, Site Supervisors, Foreman, Operators and Labourers.

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

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

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

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

SP-E 17. MEASUREMENT & PAYMENT

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

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-1 to F-5

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

SP-F-1

1.0 Scope of the Work

The scope of work shall include the following:

- Mobilization and demobilization
- All subgrade preparation including excavation, grading, removal and disposal of excess materials.
- Supply, placement, fine grade and compaction of 300mm Granular B Type II and 150mm Granular A base materials
- Supply, placement, grading of 200mm topsoil and placement of sod on the play out zone to be located around the entire court.
- Supply, placement and compaction of 50mm of HL3F hot mix asphalt
- Supply and placement of one full basketball assembly including post, backboard, hoop and netting
- Supply and placement of green exterior anti-slip sport surface coating over entire asphalt surface
- Basketball court line painting layout and placement
- All survey and layout work as required to complete the work
- All restoration work including topsoil and sod/seed for all disturbed areas as well as feathering and matching the edge of the play out zone to the existing grades.
- All other work required to complete the work

2.0 Granular Materials

All granular materials provided under this contract shall conform to OPSS.MUNI 1001 and OPSS.MUNI 1010. Granular A and Granular B Type II shall be 100% crushed quarried granite bedrock.

All granular material shall be compacted to 100% of materials Standard Proctor Maximum Dry Density and/or as directed by the owner. Compaction shall be according to OPSS.MUNI 501.

The Contractor shall retain and coordinate with an independent third-party company accredited to provide geotechnical and material testing to complete and compaction testing for Granular A. Proof that the required compaction has been achieved must be presented prior to placement of asphalt surface.

Work to be in accordance with OPSS.MUNI 314.

No additional payment will be made for the supply of water and/or calcium chloride required for compaction and/or dust control.

The contractor is responsible for ensuring proper grade and confirming with grade checks prior to the placement of Asphalt.

3.0 Hot Mix Asphalt

The total paved surface is as shown in Contract Drawings and shall be 16.5 metres by 14.5 metres.

Granular A material is to be fine graded and proof rolled to the satisfaction of the Owner prior to placement of the asphalt. The Contractor is to submit grade checks in accordance with OPSS.MUNI 314 to certify the grade is in accordance with the tender documents and are within the applicable horizontal and vertical grading tolerances, prior to the placement of Asphalt.

Asphalt shall be graded so as to prevent ponding or pooling of water on the surface and as detailed elsewhere in the tender documents.

The asphalt shall be HL3F (Hot Laid 3 Fine) and compacted in accordance with OPSS.MUNI 310 Table 10 as or as directed by the Owner to a minimum compacted thickness of 50 mm. Asphalt aggregate shall be quarried granite.

Performance Graded Asphalt Cement shall be 58 – 34 in accordance with Appendix Table A OPSS 1101 – Grade Selection for Ontario.

Asphalt that becomes contaminated due to Contractor's activity, shall be removed and replaced at no extra cost to the Contract

Work to be in accordance with OPSS.MUNI 310, OPSS.MUNI 1103 and OPSS.MUNI 1150.

The Contractor shall retain and coordinate with an independent third-party company accredited to provide geotechnical and material testing to complete material verification and compaction testing for Asphalt. Proof that the asphalt placed was of the correct type and that the required compaction levels were achieved must be provided to the Owner within 14 days of paving operations. No additional payment will be made for third-party geotechnical/material testing. The cost for material testing shall be included in the lump sum price.

4.0 Basketball Hoop Assembly

The Contractor shall be responsible for supplying and installing the full basketball hoop assembly in accordance with the Contract Documents. All components shall be commercial grade and rated for exterior use.

The hoop shall be 10 feet (3.048m) above the ground. Backboard shall be 6 feet wide by 3.5 feet wide. Backboards must be steel, aluminum or fiberglass material, white in colour and rectangle or fan shaped. Backboard line markings shall be included and shall be 2" thick and black in colour. The backboard line marking shall consist of an outside edge border as well as the inner rectangle target box that measures 24 inches wide by 18 inches tall. All basketball rims (hoops) are to be 18 inches inside diameter with a white cord net no shorter than 18 inches.

The steel support pole shall be gooseneck style with a minimum of 4 ft safe play area between the back of the backboard and the front face of the pole. The pole shall be galvanized steel with a minimum outside diameter of 100mm.

With the tender submission, the bidder shall provide full details of the proposed basketball hoop assembly including the post, backboard support, backboard, rim and netting including manufacturer warranty on materials. Submissions shall include dimensions and materials of all components.

5.0 Play Out Zone

A 2 meter wide play out zone shall be installed around the entire court. The play out zone is to receive a minimum depth of 200mm of topsoil and sod unless otherwise noted. Sod shall be Canada No. 1 Nursery Sod. Suitable topsoil from the site may be salvaged and reused at the contractor's discretion but must be free of clay and with sufficient organic material to be suitable for the placement and healthy growth of sod. If topsoil is reused it must be free of clumps and chunks and raked out to a smooth surface suitable for the placement of sod on top. Use of topsoil at the site shall be at the discretion of the contractor and sod shall be subject to warranty provisions whether native topsoil is used or not.

Outside of the play out zone, the topsoil and sod shall be feathered in and matched to existing grade and additional sod and topsoil to complete this work shall be included in the Work and no additional payment will be made to complete this work.

The Contractor is responsible for scheduling and performing operations for optimum planting conditions and will be responsible for watering the sod to ensure healthy and vigorous growth for a period as determined by the contractor but for not less than 3 weeks following planting.

6.0 Survey and Layout

The approximate location of the basketball court is as detailed elsewhere in the tender documents. Following award, the Township will provide direction of where the basketball court is to be installed within the identified area. The Contractor is responsible for notifying the Township of any issues with the selected location prior to starting construction. The Contractor is responsible for all survey and layout work

required to complete the Work including preconstruction layout and confirming the suitability of the identified location.

7.0 Sport Court Playing Surface Coating System

The entire asphalt surface shall be coated with an appropriate anti-slip sport court playing surface coating system suitable for a commercial use, exterior basketball court. The surface shall be green in colour. Upon award of contract and at least 10 business days prior to application of the coating system, the Contractor shall submit to the Township a colour sample as well as full product details and specifications of the product for approval by the Township. Application and installation is to be in accordance with manufacturer's recommendations for the product.

8.0 Warranty

The Contractor's attention is drawn to OPSS MUNI.100 GC 7.16. All work and materials supplied under this Contract shall be subject to a warranty period of one year and in accordance with the OPSS MUNI.100 GC 7.16.

9.0 Quality Assurance Testing – Granular Materials

At least 15 days prior to the start of work, the Contractor shall provide the Township test results of all granular material to be supplied as part of this contract from stockpile showing conformance to gradation and percent crushed particle requirements as specified in the Contract. No further blending of the stockpile with other materials will be permitted after submission of this test. Test results shall be submitted on the standard forms from OPSS.MUNI 1010 Appendix 1010-D and 1010-E. The test shall be performed by a laboratory that holds a current certificate from the Canadian Council of Independent Laboratories (CCIL) and as specified in OPSS.MUNI 1010.

Quality assurance and testing shall conform to OPSS.MUNI 1010 Appendix 1010-B.

In accordance with OPSS.MUNI 1010, if the contractor is notified that aggregates represented by the QA test results shall not be accepted, the Contractor may request a reduced price in lieu of removal at the Contractor's expense in accordance with OPSS.MUNI 1010 Appendix 1010-C.

10.0 Payment

Payment at the lump sum contract price shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents.

The Township shall pay for the Work upon completion of the Work and receipt of an 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.

SECTION G

CONTRACT DRAWINGS

TOWNSHIP OF MUSKOKA LAKES

CONTRACT DRAWINGS

The Contract Drawings do not relate to any one specific tender item, but apply to either a number of tender items or the contract as a whole.

The Contract Drawings rank fourth (d) in the order of precedence, GC2.02.

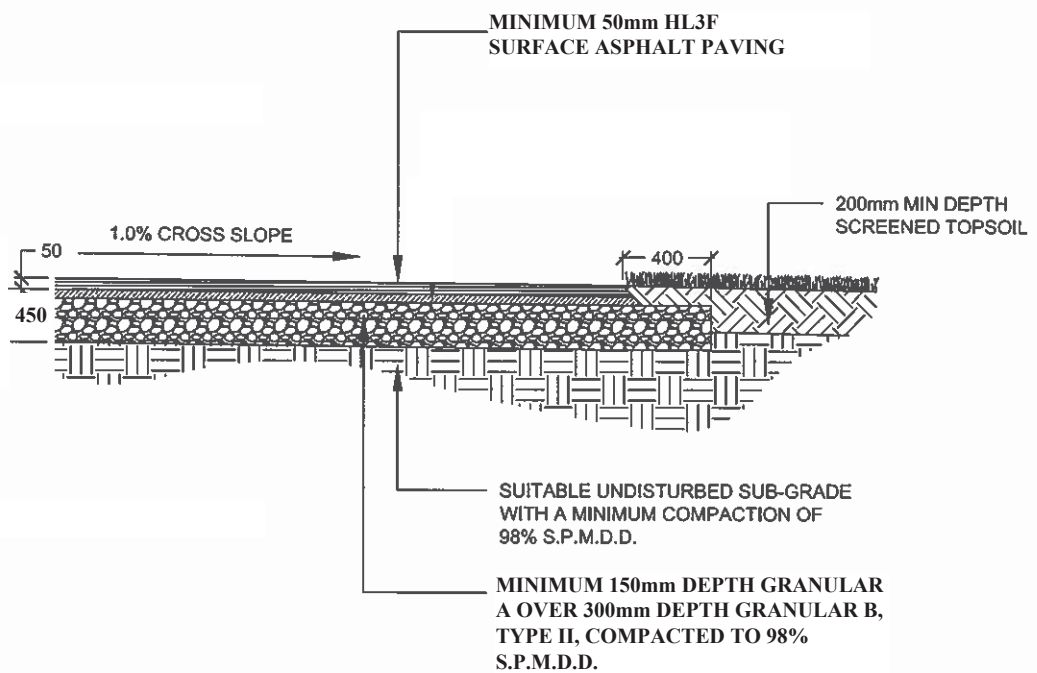
The Contractor acknowledges that the Contract Drawings listed herein are provisions of this Contract.

Drawing No.	Contract Drawings	Pages
BSD-1291	Basketball Court Approximate Location	G-2
BSD-1292	Basketball Court Profile	G-3
BSD-1293	Basketball Net Assembly Installation	G-4
BSD-1294	Basketball Half Court Layout	G-5

BSD-1291: Basketball Court Approximate Location

Bala Sports Park - 3224 Muskoka Rd 169 in Bala, Ontario



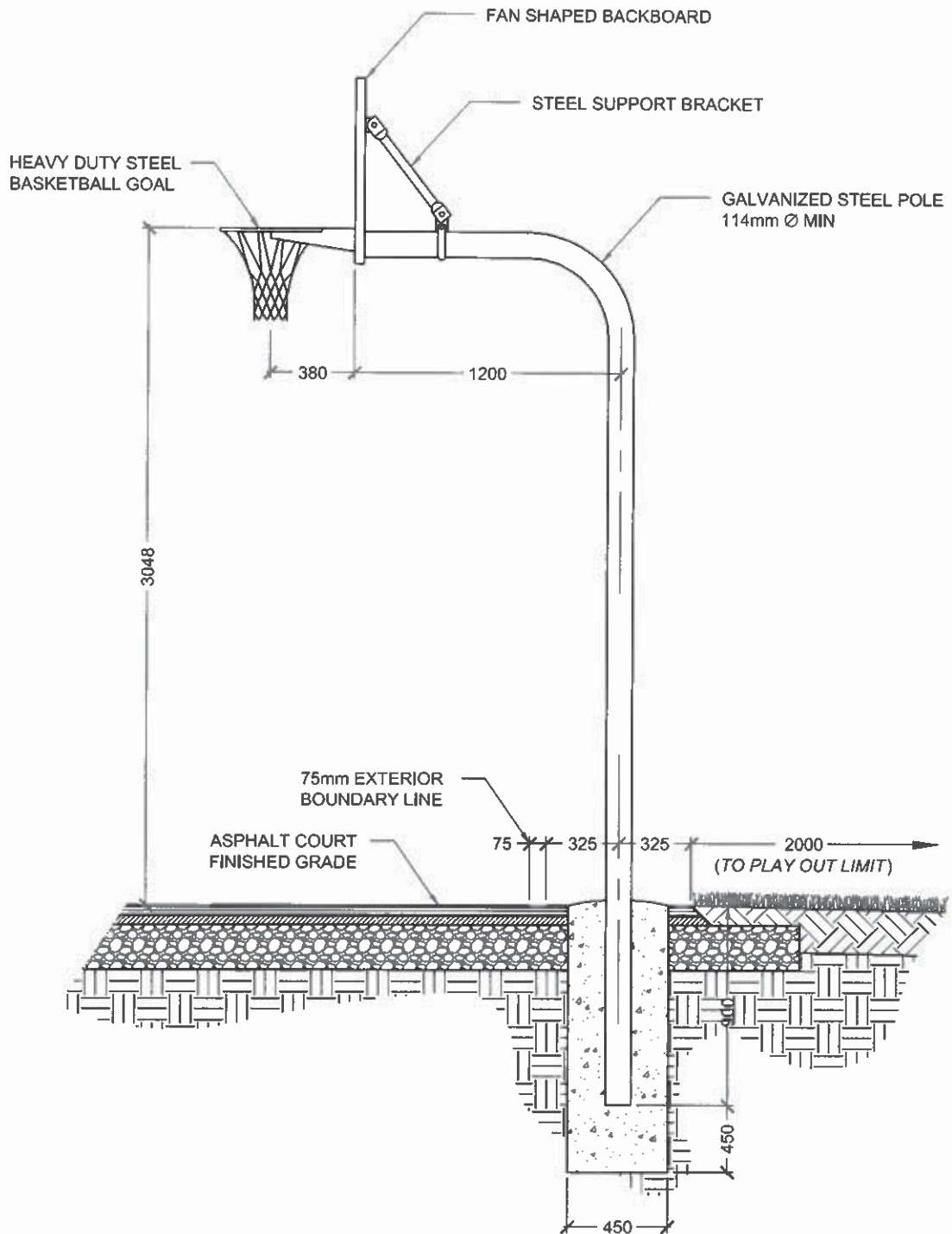


1. ASPHALT SHALL BE PLACED AND SPREAD USING A MECHANICAL PAVER.
2. TAMP ALL EDGES TO A FIRM 45 DEGREE BEVEL.
3. ASPHALT LAYERS (AFTER ROLLING) TO BE COMPACTED TO A MINIMUM 97% MARSHALL DENSITY.
4. ENSURE POSITIVE DRAINAGE WITH NO PONDING OR POOLING.
5. ALL DIMENSIONS ARE IN MILLIMETRES.
6. DETAIL TO BE USED IN CONJUNCTION WITH BSD-1291, BSD-1293 AND BSD-1294.

BASKETBALL COURT PROFILE

REV No.	DATE: SEPT 2015
2	SCALE: N.T.S.

BSD-1292

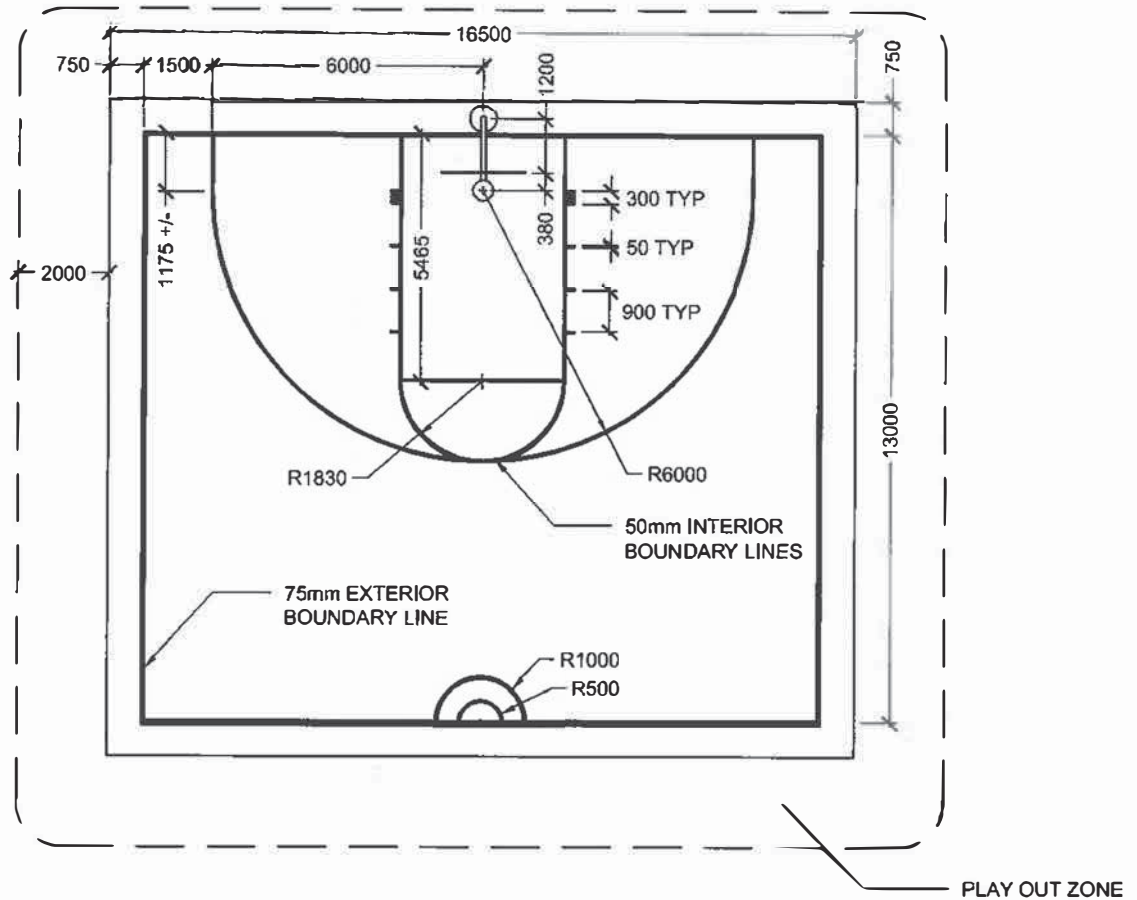


1. THIS DETAIL PROVIDES MINIMUM REQUIREMENTS BASED ON A TYPICAL GENERIC INSTALLATION, CONSULT MANUFACTURER INSTRUCTIONS AND REPORT DISCREPANCIES PRIOR TO INSTALLATION.
2. CONCRETE FOOTING 1200mm MINIMUM DEPTH IN SONO TUBE.
3. BASKETBALL POLE - 900mm MINIMUM DEPTH EMBEDMENT INTO FOOTING.
4. CONCRETE FOOTING TO BE 25MPa @ 28 DAYS.
5. ALL DIMENSIONS ARE IN MILLIMETRES.
6. DETAIL TO BE USED IN CONJUNCTION WITH BSD-1291, BSD 1292 AND BSD-1294.

BASKETBALL NET ASSEMBLY INSTALLATION

REV No.	DATE: JUNE 2015
1	SCALE: N.T.S.

BSD-1293



1. MINIMUM SETBACK FROM PROPERTY LINES FOR ASPHALT PLAY SURFACE IS 15000.
2. PLAY OUT ZONE TO REMAIN CLEAR OF PHYSICAL ENCROACHMENTS.
3. BASKETBALL POSTS ARE TO BE CANTILEVERED OVER THE PLAY SURFACE.
4. ALL LINES TO BE COMPRISED OF WHITE TRAFFIC PAINT AS PER O.P.S.S. 710.
5. PROVIDE A MAXIMUM GRADE OF 1.0% ACROSS ASPHALT COURT.
6. PROVIDE A MAXIMUM GRADE OF 2.0% FOR PLAY OUT ZONE.
7. ALL DIMENSIONS ARE IN MILLIMETRES.
8. DETAIL TO BE USED IN CONJUNCTION WITH BSD-1291, BSD-1292 AND BSD-1293.
9. ENTIRE ASPHALT SURFACE SHALL BE COVERED WITH GREEN EXTERIOR ANIT-SLIP SPORT SURFACE COATING
10. PLYOUT ZONE TO BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE PLAY SURFACE

BASKETBALL HALF COURT LAYOUT

REV No.	DATE: JUNE 2015
1	SCALE: N.T.S.

BSD-1294