



Township of Muskoka Lakes

Request for Tender

T-2023-17

Supply and Deliver Granular Material

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 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..... | 4 |
| 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..... | 6 |
| 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 | 7 |
| 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-2023-17

Described as Supply and Deliver Granular Materials

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. Wednesday, March 29th, 2023

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 for each item being bid, 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 Separate Tender deposits shall be submitted for each item being bid. The Tender deposit must be an original and shall equal at least ten percent (10%) of the Total

Item Price for each item being bid.

- 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 this contract on an item by item basis to the Tenderer who submits the lowest acceptable bid (in accordance with the Township Procurement Policy By-law 2004-161, as amended). Items 1 and 2 shall be awarded on the basis of individual Total Item Price. Items 3 and 4 shall be awarded on the basis of the combined Total Item Price of items 3 and 4. As a result, multiple Tenderers may be selected for different components of the work. However, only one Tenderer shall be selected from each item to perform the work at each location(s). Upon formal notification of award of an item, 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 Item Price(s) for which they are lowest bid:

- 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 N/A 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:~~

~~N/A DOLLARS (\$ N/A) 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 Authorization to Commence Work form the Owner as detailed in the Special Provisions 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-2023-17 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.

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 – SUMMARY

| <p align="center">CONTRACT NUMBER T-2023-17 SUPPLY AND DELIVER GRANULAR MATERIALS</p> | | | | | | |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------|--------|----------|------------|------------------|
| Item | Spec. Code | Item Description | Unit | Quantity | Unit Price | Total Item Price |
| 1 | OPSS.MUNI 1001 OPSS.MUNI 1010 SP-F-1 SP-F-2 | Granular A <i>Bear Cave Road</i> | Tonnes | 5,620 | | |
| 2 | OPSS.MUNI 1001 OPSS.MUNI 1010 SP-F-1 SP-F-2 | Granular A <i>East Bay Road</i> | Tonnes | 1,296 | | |
| 3 | OPSS.MUNI 1001 OPSS.MUNI 1010 SP-F-1 SP-F-2 | Granular A <i>Eveleigh Rd</i> | Tonnes | 1,683 | | |
| 4 | OPSS.MUNI 1001 OPSS.MUNI 1010 SP-F-1 SP-F-2 | Granular B Type II <i>Eveleigh Rd</i> | Tonnes | 1,543 | | |
| <p>Tenderer's HST Registration Number:</p> | | | | | | |

- 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 Item Price for an item does not agree with the extension of the quantity and the unit price, and the Total Item Price amount from Section 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-2023-17

Item Number(s) _____

Described as Supply and Deliver Granular Materials for the item
number(s) listed above only

FA-2 The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender and only for those items listed on the Form of Agreement.

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

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

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

Signature *Date*

Contractor
(Corporate Seal if required by TC-1)

Signature *Date*

Director of Public Works
The Township of Muskoka Lakes

Signature *Date*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Witness
(Only if required by TC-1)

SECTION C

OPS

**GENERAL CONDITIONS
OF CONTRACT**

ONTARIO PROVINCIAL STANDARDS

GENERAL CONDITIONS OF CONTRACT

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

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

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

SECTION D

OPS STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

ONTARIO PROVINCIAL STANDARDS

STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

SS-1 OPS Standard Drawings and Specifications

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

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

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

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

| OPSD | Rev No | OPSD | Rev No | OPSD | Rev No |
|-------------|---------------|-------------|---------------|-------------|---------------|
| 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.1010 | NOV 2013 | Aggregates - Base, Sub-base, Select Subgrade, and Backfill Material |

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-5 |
| SP-F-2 | Special Provisions – Item Specific | F-6 to F-7 |

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-1

1.0 SCOPE OF WORK

- 1.1 The work shall include the supply, loading, transporting and tailgate placement of Granular A and Granular B Type II to various roads within the Township of Muskoka Lakes.
- 1.2 All work and materials provided under this contract shall conform to OPSS.MUNI 1001 and OPSS.MUNI 1010 unless otherwise specified. Granular A and Granular B Type II shall be 100% crushed quarried granite bedrock.
- 1.3 The Contractor will be responsible for the delivery and tailgated placement of the Granular A and Granular B Type II onto the road(s) at the location, depth, width, rate and sequencing as directed by the Township Road's Foreman or their designate. The Township crew will be responsible for grading and compacting the material as it is placed. It is understood that the Township reserves the right direct the location, depth, width, rate and sequencing at which the material is placed and that no changes to the contract unit price or additional compensation will be provided as a result of exercising this right.
- 1.4 The Contractor shall only deliver and place material on one road at a time. Placement must be completed on one road before the contractor can begin delivery and placement on the next road and at no time shall the contractor deliver material to multiple roads simultaneously, even if the roads are under the same contract item. Upon completion of a road, the contractor shall allow five (5) hours of downtime before starting delivery on the next road to allow Township staff and equipment time to mobilize to the next site.
- 1.5 Due to the varied width, grade, and condition of some Township roads under this Contract, the successful Bidder may be limited in the types of trucks used for delivery. It is the responsibility of the Contractor to view all roads to determine site conditions prior to bidding.
- 1.6 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 AUTHORIZATION TO COMMENCE WORK

- 2.1 The Contractor must be able to begin delivery within five (5) Business Days of receiving notice from the Township Roads Foreman. Delivery shall not be before the earliest delivery date provided in the Special Provisions unless mutually agreed to by both parties.
- 2.2 Once the Contractor begins delivery and placement on a particular road, the work shall proceed continuously until the road is completed, unless otherwise requested by the Township Roads Foreman and within the constraints of the hours of work identified in this contract.

3.0 DELIVERY LOCATION AND SCHEDULE

3.1 Table A below provides the approximate locations, approximate lengths and earliest delivery dates for each road. Material will be placed at any point or sequence along the identified section of road as directed by the Roads Foreman and as detailed elsewhere in the Tender Documents.

3.2 TABLE A – DELIVERY LOCATIONS AND SCHEDULE

| Item No. | Road Name | Start | End | Length (km) | Earliest Delivery Date |
|----------|----------------|---------------------------------------|------------------------|-------------|------------------------|
| 1 | Bear Cave Road | 2.26km south of the Township boundary | Southerly for 2.23km | 2.23 | Sept 1, 2023 |
| 2 | East Bay Road | Packer's Bay Rd | End (1393 East Bay Rd) | 0.6 | May 1, 2023 |
| 3,4 | Eveleigh Rd | Muskoka Rd 118W | Mortimer's Point Road | 0.55 | July 1, 2023 |

4.0 QUALITY ASSURANCE TESTING

- 4.1 At least 15 days prior to the Earliest Delivery Date specified in Table A, 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 physical properties, 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.
- 4.2 Quality assurance and testing shall conform to OPSS.MUNI 1010 Appendix 1010-B.

4.3 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.

5.0 MINIMUM PRODUCTION RATE

5.1 The contractor must maintain a minimum production rate of 700 tonnes per day once delivery begins to a particular road. The minimum production rate can include the combined total of all granular materials placed on the road.

5.2 Failure to meet the minimum production rate could result in notification of default as detailed in OPSS.MUNI 100. If a contractor is found to be in default on one item in this Contract, they shall be considered in default on all items in this Contract.

5.3 Exemption from the minimum production rate shall occur on any days in which work is not permitted as detailed in the contract documents and on the first and last day of delivery on a particular road. Exemption from minimum production rates will also be provided at the discretion of the Contract Administrator in the following circumstances:

- 1) Days in which inclement weather shuts down or slows production.
- 2) Any delay, attributable to the Owner, another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
- 3) Any cause beyond the care and control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.
- 4) Any other days in which the Township has requested a lower production rate.

6.0 QUANTITIES ARE ESTIMATED

6.1 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.

6.2 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.

7.0 PAYMENT

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

7.2 Payment shall be made based on the actual quantity supplied based on the weigh tickets provided upon delivery to the site.

- 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. All invoices shall include one copy of the weigh ticket daily summary sheets for each day the Contractor is invoicing for.

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-2

All weighed material shall be weighed according to OPSS.MUNI 102, October 2018 with the following amendments.

102.02 REFERENCES

Section 102.02 of OPSS 102 is amended by the addition of the following:

American National Standard for Materials Handling - Bar Code Symbols on Unit Loads and Transport Packages (ANSI MH10.8M-1983).

102.06.02 Platform Scales

Subsection 102.06.02 of OPSS 102 is amended by the addition of the following:

The platform scale shall be equipped with a direct cable connection to the computer for the purpose of sending mass measurements.

A printing device connected by direct cable connection to the computer shall be capable of electronically producing, in black print only, tickets conforming to the requirements specified in this special provision.

102.07.01.01 Mass Measurements

Subsection 102.07.01.01 of OPSS 102 is deleted and replaced by the following:

The Contractor shall provide personnel to conduct the mass measurements. The mass measurements shall be sent to the printing device using a print command on the computer. Any form of override of the printing process, except total transaction rejection, will not be allowed. The system shall be capable of detecting vehicle overloads, and of automatically signalling overload occurrence to the system operator.

Tickets shall be supplied by the Contractor. Bar codes shall be printed directly onto the weigh ticket or onto labels. Bar coded labels shall be affixed to the Owner's copy of the ticket before it leaves the weigh scale building.

The following information shall be displayed as bar code groups printed in a column or left to right configuration:

- 1) Truck Number
- 2) Tare Weight

- 3) Net Weight
- 4) Ticket Number

The words "Truck", "Tare", "Net", and "Ticket" must appear beneath each appropriate bar code group.

Conventional alphanumerics shall be used elsewhere on the ticket to express the exact information contained in the bar codes.

Automated reading failure rates greater than one reading failure in twenty tickets scanned and attributable to the density or configuration of the bar codes are not acceptable. Where such rates of reading failure occur, the Contractor must take corrective action to enhance the bar code symbology to an acceptable level immediately following notification of the problem.

The bar code symbols shall conform to the American National Standard for Materials Handling - Bar Code Symbols on Unit Loads and Transport Packages (ANSI MH10.8M-1983) for 3 of 9 bar code (Code 39).

The minimum bar code height shall be 6.4 mm or 15 percent of the bar code length, whichever is greater.

In addition to the bar code group information, each weigh ticket shall contain the following:

- a) licence plate number of unit(s)
- b) time and date of transaction
- c) truck owner
- d) contract number
- e) type of material
- f) source of material
- g) gross weight
- h) overload notation
- i) running total of each material
- j) a place for the checker to sign

For each contract, the following reports shall be produced daily:

- truck register, including allowable gross weight, for all vehicles;
- truck tare report for all vehicles, including old and new tares, and time recorded;
- summaries for each type of material;
- summaries for all cancelled loads.

The above reports shall be available for Owner pick-up at the end of daily operations or before start-up the following day at the delivery location.

A sample weigh ticket from each source must be supplied to the Owner 15 days prior to the Earliest Delivery Date specified in Table A of SP-F-1.