



Township of Muskoka Lakes

Request for Tender

T-2023-18

Removal and Replacement of Fuel System at Ranwood Yard

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	3
TC-6	Unbalanced Tenders.....	3
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-2023-18

Described as Removal and Replacement of Fuel System at

Ranwood Yard

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 30th, 2023

Tenders received by the time and date specified above shall be opened and read in public immediately following the specified submission deadline stated above. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular. All results will be posted on the Township website as soon as possible after tender opening.

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 1:00pm on Friday, August 25, 2023 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 9:00 am on Tuesday, August 29, 2023 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 December 1, 2023 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 15 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.

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-2023-18 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-2023-18 REMOVAL AND REPLACEMENT OF FUEL SYSTEM AT RANWOOD YARD</p>						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	SP-F-1	Supply and Install New Fuel System	Lump sum	1		
2	SP-F-1	Remove Existing Fuel System	Lump sum	1		
3	SP-F-1	Environmental Assessment	Lump Sum	1		
Provisional Items						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
4	SP-F-1	Excavation and Disposal of Contaminated Soil (Low level)	Tonne	15		
5	SP-F-1	Excavation and Disposal of Contaminated Soil (High level)	Tonne	15		
6	SP-F-1	Removal and Disposal of Contaminated Liquids	Litres	1000		
7	SP-F-1	Additional Soil testing (standard)	each	1		
8	SP-F-1	Additional Soil testing (rush)	each	1		
9	SP-F-1	Mobilization / Demobilization of Excavation Equipment	each	1		
<p align="right">Total Tender Price (Transfer Amount to FT-3.3 of the Tender)</p>						

4.3 All prices to be shown excluding HST.

4.4 It is understood that the estimated quantities in the provisional items and 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:

EA-1 The Contractor shall perform the following work:

Contract Number T-2023-18

Described as Removal and Replacement of Fuel System
at Ranwood Yard

FA-2 The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender.

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

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

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

Signature *Date*

Contractor
(Corporate Seal if required by TC-1)

Signature *Date*

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 501	NOV 2017	Compacting
OPSS.MUNI 510	Nov 2018	Removal
OPSS.MUNI.1002	Nov 2013	Aggregates – Concrete
OPSS.MUNI 350	Nov 2021	Concrete Pavement and Concrete Base

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 Friday 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-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 and installation of a new fuel system and the removal of an existing fuel system located at the Township of Muskoka Lakes Ranwood Yard located at 1050 Ranwood Road in Port Carling, ON.
- 1.2 All work relating to this project shall be completed no later than December 1, 2023 as specified in the TC-17 of the Tender Conditions and shall be subject to Liquidated Damages as specified in TC-18 of the Tender Conditions.
- 1.3 The contractor shall provide a full warranty for all components of the new fuel system for a period of one year following completion of the project.
- 1.4 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 SUPPLY AND INSTALL NEW FUEL SYSTEM

- 2.1 The new fuel system shall consist of all new equipment and materials to include:
 - One (1) ULC S601 steel, above ground, double walled vacuum monitored tank, minimum of 4,500L for gasoline
 - One (1) ULC S601 steel, above ground, double walled vacuum monitored tank, minimum of 8,850L for diesel
 - Each tank is to be equipped with a complete Franklin Fueling Systems Evo 200 Automatic Tank Gauge system.
 - Two (2) “Dresser Wayne Select Series” dual dispensers with high hose hangers or hose mast with hose return feature. Each dispenser shall be a dual dispenser and shall have dual nozzles and hose and be capable of pumping either gasoline or diesel. Each dispenser shall be mounted on an above grade leak monitored steel dispenser pan with sensors and alarm system.
 - One (1) $\frac{3}{4}$ HP Submersible pump for diesel with smart controller
 - One (1) $\frac{3}{4}$ HP Submersible pump for gasoline with smart controller
 - One (1) dark sky compliant LED luminaire and pole

- Two (2) Anti-syphon valves, Two (2) overflow alarms, Two (2) shear valves and all associated piping, valves, equipment, wiring, appurtenances, accessories or any other materials or work required to have a fully operating system.
- 2.2 The existing ASI cardlock unit that is on site shall be salvaged and relocated and installed on the new system. The existing cardlock system shall be fully integrated with all components of the new system including the dispensers and the tank level sensors. The cardlock relocation shall be completed as a final step to the new installation to allow the existing fuel system to operate while the new system is built and prevent minimal downtime to the site.
 - 2.3 All supplied equipment and the communication between the cardlock and the new equipment must be compliant and integrated with the Township's fuel management software ASI's Winfuel Version 1.8.10.1024.
 - 2.4 The display interface for the tank level monitoring system shall be located inside the doors to the garage building as provided in the mandatory site meeting.
 - 2.5 Tanks shall include access for dipping tanks with locking, tamper proof covers. Tanks shall include quick connect fill ports and piping with auto-shut off. Tanks shall include stairs and platform access to the tank fill and dip position with fall protection around the access point.
 - 2.6 All tanks, dispensers and piping for the tanks, the dispensers and conveyance between the two shall be above ground and located on a heavy-duty concrete pad. The concrete pad shall be designed by the contractor to support the weight of the equipment when full and in no case less than 6" thick. All equipment shall be protected by a curb with a height of no less than 150mm. Additionally, bollards must be mounted on the high side of the curb at regular intervals of 6m or less and at each corner of the curb.
 - 2.7 A concrete driving surface shall be provided for vehicles using the fueling system. The concrete pad shall be a heavy-duty concrete pad that is designed by the Contractor for tandem axle snow plows loaded with sand and plow equipment, fire trucks, tanker trucks, loaded fuel trucks. Minimum widths and lengths shall be as specified at the site meet. In no case shall the pad be less than 8" thick.
 - 2.8 General arrangement and layout shall be as per the details provided at the mandatory site meeting referenced elsewhere in the Contract documents.
 - 2.9 Grading is to be inspected by the Owner before concrete placement and is to be completed to the satisfaction of the Contract Administrator or their representative.
 - 2.10 All electrical and communication cabling is to be the responsibility of the Contractor and is to be new from the panels in the buildings to the fuel system. All electrical and communication cables are to be located underground and to run from the buildings as specified at the mandatory site meeting.

- 2.11 The Contractor is responsible for all grading work, excavation, base preparation and backfill materials as required to complete the work and all mobilization/demobilization costs for all equipment required shall be included in the price.
- 2.12 Locates (including private locates of buried services on the Township Yard) shall be the responsibility of the contractor.
- 2.13 All permits and associated fees shall be the responsibility of the contractor including but not limited to Electrical ESA permit and inspection, T.S.S.A. Fuel Storage License, Building Permits, etc.
- 2.14 All work shall be completed by a T.S.S.A. registered Petroleum Contractor and shall be completed in accordance with the Technical Standards and Safety Act and other applicable regulations, codes and standards in the Province of Ontario.
- 2.15 All electrical work shall be completed by a licensed electrician in the Province of Ontario and in accordance with the current Ontario Electric Code.
- 2.16 The contractor shall be responsible for full provisioning, commissioning, and testing of the system before it is placed in service.
- 2.17 The bid submissions shall include supplementary information sheet on the makes, models and specification for all the main components of the supplied system including the tanks, dispensers and tank level sensors.
- 2.18 Prior to any work being completed, the Contractor must submit a layout plan for approval by the Township Contract Administrator. The layout plan must be drawn to scale and show the location of all components of the system including tanks, dispensers, piping, card lock unit, lighting, bollards, concrete pad, concrete curb. Dimensions must be provided and offsets off of the existing sand storage building and garage on the site.
- 2.19 Upon completion of the work the Contractor shall provide to the Owner a complete listing of all equipment installed at the site including a package of all warranty information, as-built drawings, specification sheets, maintenance requirements as well as all instruction manuals and any other information pertinent to the operation and maintenance of the equipment.
- 2.20 The Bid price for Item #1 "Supply and Install New Fuel System" is a lump sum price include full compensation for all labour, equipment and materials required to complete the work.

3.0. **REMOVALS**

- 3.1. The removals shall include any and all work required to remove the existing fuel system located at the site including, but not limited to and as viewed at the mandatory site meeting and shall include:

- One (1) underground diesel tank (assumed 13,600L)
 - One (1) above ground gasoline tank (assumed 4,500L)
 - One (1) stand-alone diesel dispenser and associated piping, hoses and appurtenances
 - One (1) tank mounted gasoline dispenser and associated piping, hoses and appurtenances
 - One (1) luminaire and pole and associated wiring
 - Concrete island
 - Initial assessment, sampling and testing as required by T.S.S.A. and provincial regulations for underground tank storage removal and as required by the Environmental Assessment for tank removals as specified elsewhere in the contract documents.
 - All associated piping, valves, equipment, wiring, appurtenances, accessories or any other materials or work required to fully remove the existing fuel system.
 - Mobilization / demobilization, excavation, backfill, compaction, pumping down of tanks, transport and disposal of all materials, transport and disposal of contaminated soil at a facilities licensed to accept the waste.
- 3.2. The existing system is to remain in service until after the new fuel system is fully commissioned and in service. The card lock system may be removed one (1) week prior to the in service date for the new system to allow time for removal and relocation of the card lock onto the new system.
- 3.3. For the purposes of the bid, please provide a lump sum price for a removal where limited contamination is encountered.
- 3.4. All permits and associated fees shall be the responsibility of the contractor.
- 3.5. Removals shall be completed in accordance with all municipal, provincial and federal laws and regulations and in accordance with Ontario Petroleum Contractor's Association's Checklist for Underground Storage Tank Removal (Appendix A of SP-F-1).
- 3.6. The work must be completed by a Licensed Petroleum Contractor holding a PM2 license who is licensed and registered to do tank removal work in the Province of Ontario.
- 3.7. If contamination is discovered upon tank removal, remediation must be completed in accordance with O. Reg. 341 and O. Reg. 153. This work shall be completed using the Provisional Items and at the unit rates in the bid.
- 3.8. The Bid price for Item #2 "Remove Existing Fuel System" is a lump sum price include full compensation for all labour, equipment and materials required to complete the work as per the tender.

4.0 PROVISIONAL ITEMS

- 4.1 Provisional items have been provided with the possibility that contamination is discovered. All provisional items shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents and shall include the following items:
- Item #4 Excavation and Disposal of Contaminated Soil (Low Level) - to be disposed of locally at landfill, priced per tonne
 - Item #5 Excavation and Disposal of Contaminated Soil (High Level) - to be disposed of non-locally at hazardous waste facility as determined by the Contractor, priced per tonne
 - Item #6 Removal and Disposal of Contaminated Liquids - to be disposed of non-locally at hazardous waste facility as determined by the Contractor, priced by Litre
 - Item #7 Additional soil tests (standard) – soil sampling and testing for tank removal work with standard lab turnaround time, priced per test
 - Item #8 Additional soil tests (rush) – soil sampling and testing for tank removal work with rush or priority lab turnaround time, priced per test
 - Item #9 Mobilization / Demobilization of Excavation Equipment – mob/demob for equipment required for additional excavation of contaminated material, priced per mob and demob from the site
- 4.2 The Contractor must notify and receive approval from the Contract Administrator before using any of the provisional items in the Contract.

5.0 ENVIRONMENTAL ASSESSMENT

- 5.1 Upon completion of the fuel system removal work, including provisional work if required, the contractor shall complete and file an environmental assessment for the fuel system removal. The Township shall be provided a draft for review prior to final copy being issued. The final copy of the document shall be provided to the Township in one (1) hard copy and PDF format. In addition, specific details of requirements for future remediation, monitoring, etc. shall be provided to the Township upon completion of the report to the satisfaction of the Township.
- 5.2 The environmental assessment report must be completed in accordance with relevant all applicable legislation within the Province of Ontario and the requirements specified in the TSSA Fuels Safety Division Liquid Fuels Handling Code and “Environmental Protocols for Operating Fuel Handling Facilities in Ontario”.
- 5.3 The Environmental Assessment must be signed by a Qualified Person (e.g. Professional Engineer or Geoscientist).
- 5.4 The Bid price for Item #3 “Environmental Assessment” is a lump sum price to include full compensation for all labour, equipment and materials required to complete the work.

6.0 MANDATORY SITE MEETING

- 6.1 There is a mandatory site meeting for this tender on Friday, August 18, 2023 at 9:00am.
- 6.2 All Bidder's must pre-register for the mandatory site meeting by emailing Tim Sopkowe, Township Public Works Technician at tsopkowe@muskokalakes.ca no later than 8am on Friday, August 18, 2023.
- 6.3 Bidder's who have not attended the mandatory site meeting will have their bids rejected.
- 6.4 The purpose of the site meeting is for bidders to satisfy themselves regarding the work required, including reviewing the existing fuel system to be removed as well as viewing the location in which the new system is to be installed.

7.0 QUANTITIES ARE ESTIMATED

- 7.1 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.
- 7.2 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.

8.0 PAYMENT

- 8.1 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.
- 8.2 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.