



**Township of Muskoka Lakes**

**Request for Tender**

**T-2024-14**

**Supply and Deliver One (1) New  
Ice Resurfacer – Bala Arena**

# **TOWNSHIP OF MUSKOKA LAKES**

## **CONTENTS**

**Section A** Tender

**Section B** Form of Agreement

**Section C** Special Provisions

**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	Basis of Award .....	2
TC-3	Addenda.....	3
TC-4	Irregular Tenders.....	3
TC-5	Unbalanced Tenders .....	3
TC-6	Collusion .....	3
TC-7	Right to Accept or Reject Tenders .....	3
TC-8	Contract Documents.....	4
TC-9	Errors, Omissions and Discrepancies in the Contract Documents .....	4
TC-10	Irrevocability of Offer .....	4
TC-11	Successful Tenderer - WSIB Certificate of Clearance.....	4
TC-12	Successful Tenderer - Execution of Form of Agreement.....	4
TC-13	Successful Tenderer - Time for Completion.....	4
TC-14	Successful Tenderer - Submission of Documentation.....	5
TC-15	Successful Tenderer - Commencement of the Work.....	5
TC-16	Successful Tenderer - Vendor Performance Management Notice .....	5
PART III -	FORM OF TENDER .....	6
FT-1	Contract Documents.....	6
FT-2	Schedule of Specifications .....	6
FT-3	Tenderer's Declarations.....	18
FT-4	Tenderer's Offer .....	18
FT-5	Schedule of Prices and Schedule of Provisional Prices .....	18

# 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-2024-14

Described as Supply and Deliver One (1) New

Ice Resurfacer – Bala Arena

\_\_\_\_\_  
\_\_\_\_\_

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. Friday, February 2, 2024**

## **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;
- 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 Corey Moore, Manager of Park, Recreation and Parks at [cmoore@muskokalakes.ca](mailto:cmoore@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.
- 1.10 It is recognized that Tenderers may wish to bid with alternate truck makes, models, model year and features. Multiple bids are permitted for this tender. In the case of a Tenderer submitting multiple bids each bid must be submitted as its own package and marked in such a way to differentiate the Bids (e.g. Bid 1, Bid 2, etc.).

### **TC-2 Basis of Award**

- 2.1 The Township intends to award the contract to bidder that best meets the operational needs of the Township and represents the best value for the Township. This will be determined through an examination of the conformance to specifications balanced with Total Tender Price. As such, lowest tender price may not necessarily be

accepted.

**TC-3 Addenda**

- 3.1 Addenda will be posted on the Township website ([www.muskokalakes.ca](http://www.muskokalakes.ca)) for viewing and shall be located in the same area of the webpage that the Tender documents are downloaded from.
- 3.2 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.
- 3.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 3.4 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-4 Irregular Tenders**

- 4.1 The Owner shall be the sole judge of whether or not a Tender is irregular.

**TC-5 Unbalanced Tenders**

- 5.1 The Tenderer shall not submit an unbalanced Tender.
- 5.2 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-6 Collusion**

- 6.1 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-7 Right to Accept or Reject Tenders**

- 7.1 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.

7.2 Without limiting the generality of Section TC-7.1, 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.

7.3 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-8 Contract Documents**

8.1 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-9 Errors, Omissions and Discrepancies in the Contract Documents**

9.1 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.

9.2 No oral explanation or interpretation by any person shall modify any of the Contract Documents.

#### **TC-10 Irrevocability of Offer**

10.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.

#### ~~**TC-11 Successful Tenderer - WSIB Certificate of Clearance**~~

~~11.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner.~~

#### **TC-12 Successful Tenderer - Execution of Form of Agreement**

12.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.

12.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

#### **TC-13 Successful Tenderer - Time for Completion**

13.1 The successful Tenderer shall complete the work by the Delivery Date provided by the Tenderer in section 2.5 Schedule of Specifications contained in the Form of



Tender.

13.2 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-14.1. 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.

13.3 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-14 Successful Tenderer - Submission of Documentation**

14.1 The successful Tenderer shall submit the documentation required by Sections TC-11 and TC-12 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.

14.2 If the successful Tenderer fails to comply with Section TC-14.1 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-15 Successful Tenderer - Commencement of the Work**

15.1 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).

**TC-16 Successful Tenderer - Vendor Performance Management Notice**

16.1 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-2024-14 are:

- a) Tender
  - i) Part I - Tender Call
  - ii) Part II - Tender Conditions
  - iii) Part III - Form of Tender
- b) Form of Agreement
- c) Special Provisions
- d) 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 Schedule of Specifications**

2.1 The Schedule of Specifications attached is Section FT-2.5 of the Tender. The Schedule of Specifications shall form an integral part of the tender submission and must be completed in its entirety and returned with the tender submission.

- 2.2 All equipment shall conform to the latest laws, rules and regulations in the Province of Ontario. The vehicle shall meet or surpass all relevant requirements of the Canadian Motor Vehicle Safety Standards at the date of vehicle and equipment manufacture.
- 2.3 Only standard factory approved makes and models shall be included in this tender. The unit shall be equipped with all standard features for the quoted make and model plus anything outlined in this specification if not standard. Units shall be supplied only with the standard or advertised optional engine for the unit being bid. Units with non-advertised or altered engine horsepower settings will not be accepted. Only currently advertised and factory approved engine and drive train combinations are acceptable. Only the major details of the unit are listed. It is the supplier's responsibility to deliver a fully equipped unit with compatible components to provide dependable efficient service. Where minimums are given, the unit must meet or exceed the capacity, size, or performance specified. All components of the unit must be new including any related attachments.
- 2.4 For each of the specific requirements, please indicate if the equipment supplied conforms to the Township of Muskoka Lakes actual specification by writing "yes" or "no" in each column as provided. If prompted, please specify the details of the unit in the space provided. For any specific requirements that do not conform to the specifications provided, please write "no" in the column provided and indicate the manufacturer's actual specification in the space provided on the Specification Sheet. For any specific requirements that do not conform to the specifications provided, please provide additional supporting information on a separate sheet of paper and/or supply product specification information and pamphlets supporting the deviation for review. If a particular manufacturer does not offer a model or option that meets a particular specification in this tender, deviation will be considered at the discretion of the Director of Public Works. The Township reserves the right to review all stated deviations to determine acceptance or non-acceptance as best meets the needs of the Township, without penalty.

**FT-2.5 SCHEDULE OF SPECIFICATIONS**

<b><u>Item</u></b>	<b><u>Specifications</u></b>	<b><u>Yes/No</u></b>	<b><u>Confirmation</u></b>
	<i>This column lists the minimum standards required</i>		<i>This column to be completed by bidder showing particulars of equipment to be supplied. Where detailed information is not required "yes" or "no" must be inserted. A detailed explanation is required if "no" is inserted.</i>
<b>1</b>	<b>General</b>		
1.1	The unit shall be new, current, model and year.		

	The unit shall be designed so the following can be achieved as a one person operation.		
1.2	Plane the ice.		
1.3	Pick up and store snow.		
1.4	Wash and squeegee ice.		
1.5	Distribute water for freezing a sheet of ice.		
1.6	Dump snow from storage tank to front.		
1.7	Sweep and clean close to arena boards.		
1.8	Clean Ice Surface: Up to 200 ft. x 100 ft.		
<b>2</b>	<b>Chassis</b>		
2.1	Frame designed by manufacturer to provide proper support for loads required.		
2.2	Required preference will be given to welded 2"x5" steel tubing frame.		
2.3	Shall be four (4) wheel drive.		
<b>3</b>	<b>Axles</b>		
3.1	Axles application must be certified and warranted by manufacturer to properly support the maximum loads.		
3.2.	Shall be four (4) wheel type.		
<b>4</b>	<b>Steering</b>		
4.1	Shall be front wheel power steering.		
4.2	Control of steering is to be done by automotive type steering wheel.		
<b>5</b>	<b>Brakes</b>		

5.1	To be equipped with heavy duty hydraulic drum type braking system.		
<b>6</b>	<b>Engine</b>		
6.1	Minimum four cylinder, propane engine, liquid cooled		
6.2	Must be of sufficient capacity to provide efficient and dependable service while minimizing emissions and its required ventilation.		
6.3	Propane powered.		
6.4	Throttle control – electronic governor and speed limiter capable of “hands-free” operation with independent load-sensing adjustments.		
6.5	Exhaust piping to be stainless steel.		
6.6	Exhaust to be vertical and mount to top outside of unit complete with guard.		
6.7	Heavy duty muffler, low noise type.		
6.8	Engine to be equipped with spin on oil filter.		
6.9	Vehicle speed control shall be through a foot operated device that will cause the machine to come to a full and complete stop if operator falls off or releases the foot control.		
<b>7</b>	<b>Cooling System</b>		
7.1	Cooling system to be protected to -35 degrees celsius.		
<b>8</b>	<b>Fuel System</b>		

8.1	Propane system includes vertical mounting brackets to allow for two (2) new 60L fuel cylinders.		
8.2	Low fuel indicator light and buzzer located on driver dashboard.		
8.3	Propane system shall have a high pressure regulator Propane mixer, high pressure shut off		
	valve and a low pressure shut off valve installed.		
<b>9</b>	<b>Alternator</b>		
9.1	65 amp minimum alternator.		
<b>10</b>	<b>Battery</b>		
10.1	550 CCA minimum, maintenance free.		
<b>11</b>	<b>Instrumentation</b>		
11.1	A tachometer/hour meter shall be installed.		
11.2	Ammeter/voltmeter gauge shall be installed.		
11.3	Indicator lights for oil pressure and coolant temperature are to be dash mounted in view of operator.		
<b>12</b>	<b>Hydrostatic System</b>		
12.1	The hydrostatic drive will provide infinitely variable vehicle speed.		
12.2	Transmission shall have a maximum speed range of approximately 0 – 10 M.P.H.		Stage Range 0 - M.P.H.
12.3	Hydrostatic transmission shall enable operator to use full hydraulic power at any vehicle speed and shall be equipped with a bypass valve to allow towing if engine inoperative.		
<b>13</b>	<b>Hydraulic System</b>		

13.1	Pumps will be direct driven thereby eliminating belts to ensure maximum power transfer and reduced maintenance.		
13.2	A double hydraulic pump with two distinctly hydraulic systems. One to power the vertical conveyor, the other to power the horizontal conveyor.		
13.3	Hydraulically driven accessory equipment will not be affected by vehicle speed and a directly driven motor for each auger must be provided.		
13.4	Hydraulic oil tank capacity:		Capacity:
<b>14</b>	<b>Conveyor System</b>		
14.1	The method used to convey the shavings shall be by horizontal and vertical auger system.		
14.2	Snow will be collected and carried from the surface of the ice by means of a conveyor system which throws the snow into the snow dump tank by a high capacity slinger.		
14.3	State slinger size.		Size:
14.4	All conveyor augers shall have a minimum diameter of 25cm (10") and shall be double flighted.		
14.5	The horizontal augers will have double flighting.		
14.6	The vertical auger will be no smaller than 25cm (10") in diameter and have the ability to completely fill the snow tank.		

14.7	All conveyors to be hydraulically driven and controlled at the operator's station		
14.8	Automatic snow breaker.		
<b>15</b>	<b>Turning Radius</b>		
15.1	The unit must have the ability to completely resurface the corners of a standard hockey rink without conditioner offsets.		
15.2	State minimum radius at conditioner.		Min Radius:
<b>16</b>	<b>Board Brush</b>		
16.1	A hydraulically controlled board brush which is retractable and detachable when not in use shall be installed on the driver's side of the machine for close sweeping along boards to prevent snow build up.		
16.2	Brush controls will be located at the operator's station.		
16.3	The brush will be approximately 15" in diameter and rotate only when extended to the operating position.		
16.4	State size of brush.		Size:
16.5	The brush will be equipped with a system to protect the assembly and the dasher boards during the brushing process.		



16.6	When not in operation the brush attachment shall be capable of being retracted to a position close to the body of the machine and raised above the ice surface.		
<b>17</b>	<b>Shaving and Conditioning Unit</b>		
17.1	Steel ice shaving blade with two bolts holes rows for longer life.		
17.2	Blade size.	X	X
17.3	Blade holding apparatus shall secure the blade so that the ends are tapered upwards approximately 1.5mm (1/6") to ensure feather edge effect under normal shaving conditions.		
17.4	The unit must have the ability to shave smooth and deep, the blade height and angle adjustment shall be made from the outside of the shaving unit and accomplished in a single easy method.		
17.5	Shaving apparatus shall include a spring loaded down pressure system that provides constant downward force on the shaving blade.		
17.6	A total of 6 blades shall be provided.		
<b>18</b>	<b>Snow Dump</b>		

18.1	The snow dumping tank shall empty forward and shall be capable of dumping itself clean.		
18.2	A manual; auxiliary pump is required to lift both the dump tank and the conditioner.		
18.3	The snow collection tanks shall be enclosed and be		
	capable of holding water that can be dumped at a location away from the ice surface.		
18.4	State actual snow capacity.		Capacity:
18.5	State actual water capacity.		Capacity:
<b>19</b>	<b>Water Storage</b>		
19.1	Ice making water tank for restoring the ice surface shall be molded high density polyethylene to completely eliminate potential to rust.		
19.2	State size of tank.		Size:
19.3	Tank shall have an access cover of no less than 20.3cm (8”) in diameter.		

19.4	An additional water tank will be provided for washing the ice surface, or flooding, by a rod operated manual valve. This second tank shall be coated inside and out with suitable primer and epoxy paint.		Size:
19.5	A wash water system with a water pump and squeegee shall be installed on the machine. With this system, the operator shall be able to wash the ice or remove		
19.6	State pump information.		Size: Make: Model:
<b>20</b>	<b>Tires</b>		
20.1	16" steel belted radials with double shoulder tungsten tip studs for traction (5 to be supplied)		
20.2	Tire Wash System		
<b>21</b>	<b>Accessories</b>		
21.1	Guide wheel mounted on left front bumper.		
21.2	Headlights and bin light.		
21.3	Horn.		
<b>22</b>	<b>Warranty</b>		
22.1	Manufacturer's warranty to be supplied.		
<b>23</b>	<b>Parts and Service</b>		

23.1	Addresses where parts and service will be available.		
23.2	The supplier shall ensure that spare parts will be available to maintain and repair the		
	machine supplied for a reasonable period of time consistent with the normal life of the unit.		
<b>24</b>	<b>Paint</b>		
24.1	Color shall be decided by Township Staff.		
<b>25</b>	<b>Manuals</b>		
25.1	One complete service manual.		
25.2	One complete parts manual.		
25.3	One complete operators manual.		
<b>26</b>	<b>Delivery</b>		Date:
<b>27</b>	<b>Options</b>		
27.1	Electric Version.		Price:
<b>28</b>	<b>Trade In</b>		
28.1	Trade in one 2000 Olympia Millennium Series propane unit with approximately 1730 hours (currently still in service).		Trade In Value:

**FT-3 Tenderer's Declarations**

- 3.1 The Tenderer declares that it has obtained and read the Contract Documents.
- 3.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 3.3 Without limiting the generality of Section FT-3.2, 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.
- 3.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

**FT-4 Tenderer's Offer**

- 4.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 4.2 The Tenderer offers to do the work and to accept payment at the prices specified in the Schedule of Prices and Schedule of Provisional Prices in Section FT-5 of the Tender, in accordance with the Contract Documents.
- 4.3 The Total Tender Price, based on the Schedule of Prices (and excluding the Schedule of Provisional Prices) is:

\_\_\_\_\_ DOLLARS  
 (\$\_\_\_\_\_)

**FT-5 Schedule of Prices and Schedule of Provisional Prices**

- 5.1 The Schedule of Prices attached is Section FT-5.2 of the Tender and the Schedule of Provisional Prices attached is Section FT-5.3.

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-5.2 SCHEDULE OF PRICES – SUMMARY**

<p align="center"><b>CONTRACT NUMBER T-2024-14</b>  <b>Supply and Deliver One (1) New Ice Resurfacer - Bala</b></p>			
Item	Spec. Code	Item Description	Total
1	SP-C-1	Supply and Deliver One (1) New Ice Resurfacer – Bala Arena	
		Less Concessions/Discounts	-
		Less Trade-in Unit #1 (as specified in SP-C-1)	-
		Total Tender Price (Transfer Amount to FT-4.3 of the Tender)	

**FT-5.3 SCHEDULE OF PROVISIONAL PRICES – SUMMARY**

<p align="center"><b>CONTRACT NUMBER T-2024-14</b>  <b>Provisional Tender Items</b></p>		
Item	Item Description	Total
2	Manufacturers optional 24 month extended warranty	
3	Manufacturers optional 36 month extended warranty	
4	Electric Version (Difference in Cost)	

5.4 All prices to be shown excluding HST.

- 5.5 All prices shall be in Canadian Dollars and must include FOB to the Township Bala Arena. Total bid price shall include applicable customs duty, excise tax, freight and freight tax, insurance, and all other charges of every kind attributable to the work
- 5.6 Trade-in(s) may or may not be exercised at the sole discretion of the Township. The bid prices in this tender shall be binding regardless of whether the trade-in(s) is exercised or not. In the case that trade-in(s) value is not accepted, the Total Tender Price shall include the Concessions/Discounts but not the Trade-in.

# **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-2024-14

Described as Supply and Deliver One (1) New

Ice Resurfacer – Bala Arena

\_\_\_\_\_

\_\_\_\_\_

**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 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**

## **SPECIAL PROVISIONS**

# TOWNSHIP OF MUSKOKA LAKES

## SPECIAL PROVISIONS

### No. SP-C-1

#### 1.0 SCOPE

- 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*.
- 1.2 This tender is for the supply and delivery of one new ice resurfacers. All units shall come fully equipped as specified and fully ready for service upon delivery.
- 1.3 The Contractor shall be a factory authorized dealer and be a licensed dealer in the Province of Ontario.
- 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. This shall include full compliance with the Occupational Health and Safety Act.

#### 2.0 TRADE IN

- 2.1 The trade-in vehicle(s) are as follows:

Trade-in Unit #1

Year: 2000

Manufacturer: Olympia Millennium Series

Description: Propane Unit

Approximate Mileage: 1730 Hours (currently still in service)

- 2.2 The trade-in unit(s) will be traded in “as is” condition and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality.
- 2.3 The trade-in unit(s) will not include the following equipment:
- 1) NA
- 2.4 The stated mileage is approximate at the time of tendering and the Contractor acknowledges and accepts that the Owner may continue to use this unit until such time that it is traded-in and the stated mileage and hours will be subject to change.

2.5 The trade-in unit(s) value is to be included on *FT 5.2 Schedule of Prices – Summary* in the Form of Tender. The Township has sole discretion whether to proceed with the trade-in based on the best value to the Township. The trade-in vehicle(s) shall be transferred to the Contractor upon delivery of the new unit(s) if the Township opts to exercise this option.

2.6 The trade-in unit(s) will be available for viewing Monday to Thursday 9:00 am to 4:00 pm and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday). For questions regarding the trade-in and/or to arrange a viewing, please contact Kyle Martin, Arena Supervisor at 705-765-5725 or via email at [kmartin@muskokalakes.ca](mailto:kmartin@muskokalakes.ca).

### **3.0 PAINT COLOUR**

3.1 Paint colours shall be as specified in the Schedule of Specifications in the Form of Tender. Final approval for all paint colours must be provided by the Owner prior to paint application. Approval by the Owner will occur within 5 business days of receiving the physical paint samples from the Contractor.

### **4.0 DELIVERY**

4.1 Delivery shall be to the Bala Arena located at 1009 Maple Ave, Bala, ON P0C 1A0. A minimum of 48 hours' notice shall be provided to Corey Moore, Marks of Parks, Recreation and Facilities at 705-765-3156 ext. 215 or via email at [cmoore@muskokalakes.ca](mailto:cmoore@muskokalakes.ca). Delivery shall occur Monday to Thursday 9:00 am to 4:00 pm and shall not occur on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday).

4.2 Delivery shall occur no later than the Delivery Date provided by the Tenderer in section 2.5 Schedule of Specifications contained in the Form of Tender.

### **5.0 CONCESSIONS AND DISCOUNTS**

5.1 The Corporation of the Township of Muskoka Lakes is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on vehicles included in the Ministry of Government Services Vendor of Record arrangement OSS-00163907. Any bids shall include such discounts where possible and all concessions shall be stated on the *FT 5.2 Schedule of Prices – Summary* in the Form of Tender.

### **6.0 EXTRA WORK, ADDITIONAL WORK AND/OR CHANGES IN THE WORK**

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

6.2 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.

- 6.3 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.

## **7.0 INDEMNIFICATION**

- 7.1 The contractor shall indemnify and hold the Corporation of the Township of Muskoka Lakes harmless from and against all claims, liability, losses, actions, demands, damages, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions, whether willful or otherwise by the contractor, its agents, officers, employees or other persons for whom the contractor is legally responsible in the performance of this agreement.

## **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](mailto:ap@muskokalakes.ca). All invoices related to this tender shall reference the tender number and the purchase order number provided.
- 8.3 The Township's standard payment term is net thirty (30) days but failure to submit an invoice with the required information could result in delay of payment.
- 8.4 The Township pays the Harmonized Sales Tax (HST) where applicable and should be shown separately on the invoice. The Contractor shall include the HST Registration Number on all invoices.