



Township of Muskoka Lakes

Request for Tender

T-2020-09

Supply and Place Dust Suppressant

TOWNSHIP OF MUSKOKA LAKES

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TENDER

TOWNSHIP OF MUSKOKA LAKES

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TOWNSHIP OF MUSKOKA LAKES

TENDER

PART I TENDER CALL

The Corporation of the Township of Muskoka Lakes (after this called the “Owner”) invites Tenders for:

Contract Number: T-2020-09

Described as Supply and Place Dust Suppressant

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, April 1st, 2020

Tenders received by the time and date specified above shall be opened and read in public as soon as possible after that time. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

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 Ryan Rettie, Roads Foreman at rettie@muskokalakes.ca. Inquiries must be received no later than five (5) Business Days prior to the tender submission deadline specified in Part I of the Tender or as amended by addendum. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

TC-2 Tender Deposit

- 2.1 At the time of tendering, the Tenderer shall submit a tender deposit with its Tender, in the form any one of the following:
 - a) Bid bond signed and sealed by the Tenderer's Surety
 - b) Irrevocable letter of credit
 - c) Certified cheque
- 2.2 The tender deposit must be an original and shall equal at least ten percent (10%) of the Total Tender Price.

- 2.3 Tender Deposits shall be made to the order of or in favour of “The Corporation of the Township of Muskoka Lakes”.
- 2.4 The Owner shall not pay interest on Tender deposits.
- 2.5 The Owner shall retain the Tender deposit of the Tenderers with the first and second lowest acceptable bid until:
- a) the successful Tenderer has executed the Form of Agreement in accordance with Section TC-14 and TC-19 of the Tender; and
 - b) the successful Tenderer has provided all securities and other documents in accordance with Sections TC-12 and TC-19 of the Tender.
- 2.6 The Owner shall return the deposits of all other Tenderers within five (5) Business Days of tender opening.
- 2.7 If bid bonds are used as a Tender deposit, bonds must be from a Surety Company authorized by law to carry on business in the Province of Ontario.

TC-3 Basis of Award

- 3.1 The Township intends to award a contract to the Tenderer who submits the lowest acceptable bid (in accordance with the Township Procurement Policy By-law 2004-161, as amended) by Total Tender Price. Upon formal notification of award the Tenderer shall thereafter be known as the Contractor.

TC-4 Addenda

- 4.1 Addenda will be posted on the Township website (www.muskokalakes.ca) for viewing and shall be located in the same area of the webpage that the Tender documents are downloaded from.
- 4.2 The Township will not notify Tenderers of addendums and it is the responsibility of the Tenderer to monitor the webpage and retrieve posted addendums prior to submitting their bid.
- 4.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 4.4 The deadline for the posting of addenda is no later than three (3) Business Days prior to tender submission deadline as specified in Part I of the Tender or as amended by addendum.

TC-5 Irregular Tenders

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

TC-6 Unbalanced Tenders

6.1 The Tenderer shall not submit an unbalanced Tender.

6.2 The Owner shall have the right to:
a) deem a Tender to be unbalanced; and
b) reject a Tender which it deems to be unbalanced.

TC-7 Collusion

7.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:
a) ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
b) prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

TC-8 Right to Accept or Reject Tenders

8.1 Notwithstanding any other provision in this Contract, the Owner shall have the right to:
a) accept any Tender;
b) reject any Tender; and
c) reject all Tenders.

8.2 Without limiting the generality of Section TC-8.1, the Owner shall have the right to:
a) accept an irregular Tender;
b) accept a Tender which is not the lowest Tender; and
c) reject a Tender even if it is the only Tender received by the Owner.

8.3 Acceptance of the Tender shall occur at the time the Owner awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

TC-9 Contract Documents

9.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender including all Addenda issued by the Owner pertaining to this Contract.

TC-10 Errors, Omissions and Discrepancies in the Contract Documents

10.1 If the Tenderer finds any errors or omissions in or discrepancies among the Contract Documents, it shall immediately notify the Owner at the address specified in Part I of the Tender.

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

TC-11 Irrevocability of Offer

- 11.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.
- 11.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) days after the Tender opening, the Tenderer shall forfeit its Tender deposit but this shall not prohibit the Owner from pursuing any other legal remedy which it may have.

TC-12 Successful Tenderer - Securities

- 12.1 The successful Tenderer shall provide each in the amount of at least five percent (5%) of the Total Tender price:
 - a) a performance security or bond signed and sealed by the Tenderer's Surety; and
 - b) a labour and material payment bond signed and sealed by the Tenderer's Surety.

OR

The successful Tenderer may request the Owner to retain the 10% Tender Deposit from Section TC-2 in lieu of this bonding, provided that the Tender Deposit from Section TC-2 was not in the form of a Bid Bond.

- 12.2 The Surety of the successful Tenderer and the bonds referred to in Section TC-12.1(a) and TC-12.1(b) must be originals and shall be to the satisfaction of the Owner if this option is exercised.

TC-13 Successful Tenderer - WSIB Certificate of Clearance

- 13.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner and in accordance with GC6.05 OPS General Conditions.

TC-14 Successful Tenderer - Execution of Form of Agreement

- 14.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.
- 14.2 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

TC-15 Successful Tenderer - Insurance

- 15.1 The successful Tenderer shall provide the Owner with an original Certificate of Insurance for each type of insurance coverage required by Section GC6.03 of the OPS General Conditions.

15.2 The successful Tenderer shall carry insurance, pursuant to Section GC6.03.02 of the OPS General Conditions in the amount of at least FIVE MILLION DOLLARS (\$5,000,000.00).

15.3 The successful Tenderer shall carry insurance, pursuant to Sections GC6.03 of the OPS General Conditions which names the following as additional insured:

The Corporation of the Township of Muskoka Lakes
P.O. Box 129, 1 Bailey Street
Port Carling, ON, P0B 1J0

TC-16 Successful Tenderer - Contractor's Responsibilities Sign-Off Form

16.1 The successful Tenderer shall provide the Owner a completed and signed *Contractor's Responsibilities Sign-Off Form* as per the Township of Muskoka Lakes Health and Safety Policy HS-007-PRO-B. A copy of the policy is available during bidding upon request to the Township contact identified in TC-1. The policy shall be provided to the successful Tenderer upon notification of award.

TC-17 Successful Tenderer - Time for Completion

17.1 The successful Tenderer shall complete the Work as defined in GC1.06 by June 26, 2020 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:

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-2020-09 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

CONTRACT NUMBER T-2020-09 SUPPLY AND PLACE DUST SUPPRESSANT						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	OPSS.MUNI 506 OPSS.MUNI 2501 SP-F-1	Calcium Chloride Solution	Litres	300,000		
Total Tender Price (Transfer Amount to FT-3.3 of the Tender)						
Tenderer's HST Registration Number:						

- 4.3 All prices to be shown excluding HST.
- 4.4 It is understood that the estimated quantities in the foregoing schedule are solely for the purpose of facilitating the comparison of bids and the Tenderer's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less shown herein.
- 4.5 The quantities shown in this Tender are an estimate only and are not a guarantee of amount of material to be supplied under this contract. The Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price.
- 4.6 The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price, and the total item amount from Section FT-4.2 and the Total Tender Price in Section FT-3.3 and FT-4.2 shall be corrected accordingly.

SECTION B

FORM OF AGREEMENT

TOWNSHIP OF MUSKOKA LAKES

FORM OF AGREEMENT

This Form of Agreement witnesses that a Contract was made as of the _____ day of _____, 20____.

BETWEEN:

(after this called the “Contractor”)

AND:

THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

(after this called the “Owner”)

AND WITNESSES that the Contractor and the Owner agree as follows:

FA-1 The Contractor shall perform the following work:

Contract Number T-2020-09

Described as Supply and Place Dust Suppressant

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*

Mayor
The Township of Muskoka Lakes

Signature *Date*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Clerk
The Township of Muskoka Lakes

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 506	NOV 2017	Construction Specification for Dust Suppressants
OPSS.MUNI 2501	NOV 2017	Material Specification for Calcium Chloride

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-8

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 application of liquid dust suppressant to various Township roads within the Township of Muskoka Lakes.
- 1.2 All work and materials provided under this contract shall conform to OPSS.MUNI 506 and OPSS.MUNI 2501.
- 1.3 Liquid dust suppressant shall be Calcium Chloride solution and shall contain a minimum of 35% by mass of pure calcium chloride and shall meet all other requirements of the contract.
- 1.4 The Township yards shall be available for staging with approval from the Township Roads Foreman or their designate.
- 1.5 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work.

2.0 APPLICATION EQUIPMENT

- 2.1 A tandem axle truck equipped as specified in OPSS.MUNI 506 shall be used for the application of dust suppressant in this contract. In addition, any equipment must be capable of varying the application rate when requested.
- 2.2 The Township reserves the right to limit the number of pieces of equipment performing application to one truck only.

3.0 APPLICATION RATE

- 3.1 The application rate shall be at the discretion of the Roads Foreman or their designate.
- 3.2 Some locations may not require continuous application and may only require “spot” treatments in the locations requested by the Township Roads Foreman or their designate.
- 3.3 All locations shall be completed as a single pass (single lane width) with the exception of Doherty Road or as requested by the Township Roads Foreman or their designate.

4.0 AUTHORIZATION TO COMMENCE WORK

- 4.1 The Contractor must be able to begin application of liquid dust suppressant within seven (7) calendar days of receiving notice from the Township Roads Foreman. Typically, the start date occurs in the first week of June but the Township reserves the right to request delivery earlier or later than this date.
- 4.2 Once the Contractor begins the application of the liquid dust suppressant, the application shall proceed continuously until completed unless otherwise requested by the Township Roads Foreman and within the constraints of the hours of work identified in this contract.

5.0 QUANTITIES ARE ESTIMATED

- 5.1 The quantities shown in this Tender are an estimate only and are not a guarantee of amount of material to be supplied under this contract.
- 5.2 Despite anything stated elsewhere in this Contract, the Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price and shall not be responsible for any additional costs incurred as a result of exercising this right.

7.0 PAYMENT

- 7.1 Payment at the contract price for the tender item shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents including all traffic control as per OTM Book 7.
- 7.2 Payment shall be made as measured by volume of litres of solution and shall be based upon the actual quantity received and applied to the road and based on the tickets provided upon delivery of product 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 ticket provided upon delivery to the site as well supporting documentation indicating which roads had dust suppressant applied and the details relating to the application including the date of application, current weather, road conditions, length of road (km), width of application (m) and approximate application rate (L/m²).

8.0 LOCATION OF APPLICATIONS

8.1 A list of locations has been provided in *Table A – Location of Applications* in Section 8.3. These locations and lengths are approximate and shall be used as a general guide but the actual application and final locations shall be as determined by the Roads Foreman or their designate.

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

8.3 TABLE A – LOCATION OF APPLICATIONS

Section	Road Name	From	To	Length (m)
1002	1011 Orange Lodge Rd	Orange Lodge Rd	End (1011 Orange Lodge Rd, Unit 7)	230
1008	1053 Bruce Lake Dr	Bruce Lake Dr	End	64
1009	1054 Deewood Drive	Deewood Dr	100 m south of Deewood Dr (Y in road)	100
1011	1107 Bruce Lake Dr	Bruce Lake Dr	End	75
1012	1110 Bruce Lake Dr	Bruce Lake Dr	End	64
1013	1158 Sands Rd	Sands Rd	End (1158 Sands Rd, Unit 10)	110
1014	1158 Shea Rd	Shea Rd	1158 Shea Rd - Unit 15	270
1015	1234 Shea Rd	Shea Rd	End (1234 Shea Rd Unit 30)	470
1016	1393 East Bay Rd	East Bay Rd	End (Y in Road - Unit 12-16 and Unit 4-11)	260
1022	Ambleside Ln	Muskoka Rd 4 (Windermere Rd)	End (1102 Ambleside Ln)	1,020
1024	Appian Wy	Muskoka Rd 118 W	End (Dock)	280
1036	Bannockburn Rd	Acton Island Rd	1007 Bannockburn Rd	50
1037	Bannockburn Rd	1007 Bannockburn Rd	1071 Bannockburn Rd	690
1040	Bear Cave Rd	Hekkla Rd	Draycott Lake Rd (private road)	5,570
1041	Bear Cave Rd	Draycott Lake Rd (private road)	Boundary Line - Seguin Township	6,410
1053	Bert Sims Rd	Fish Hatchery Rd	End (1144 Bert Sims Rd)	1,370
1056	Birch Av	Muskoka Rd 27 (Ferndale Rd)	End (Dock)	300
1061	Brackenrig Centre Rd	Muskoka Rd 25 (Brackenrig Rd)	End (1142 Brackenrig Centre Rd)	1,460
1063	Brandy Crest Rd	Muskoka Rd 118 W	End (1080 Brandy Crest Rd)	1,133
1065	Bruce Lake Dr	Muskoka Rd 7 (Pennisula Rd)	End (1120 Bruce Lake Rd)	1,230
1068	Buckeye Rd	North Buckeye Rd	End (1117 Buckeye Rd)	1,180
1072	Butler Mill Rd	Muskoka Rd 3 (Aspdin Rd)	End (75m south of 1100 Butler Mill Rd)	1,155
1082	Camel Lake Extension Rd	1035 Camel Lake Extension Rd	End (1072 Camel Lake Extension)	260
1085	Camp Jackson Rd	Moon River Rd	Boundary Line (Township of Georgian Bay)	3,840

1087	Cardwell Lake Rd	Boundary Line (Town of Huntsville)	1049 Cardwell Lake Rd	1,150
1091	Carlo Enterprise Rd	1049 Carlo Enterprise Rd	End (1127 Carlo Enterprise Rd)	805
1095	Center Av	Park Rd	End (1034 Centre Ave)	320
1097	Chown Rd	Lake Joseph Rd	End (1091 Chown Rd)	930
1098	Church Dock Rd	Muskoka Rd 118 W	End (Dock)	170
1100	Clear Lake Rd	Gullwing Lake Rd	1376 Clear Lake Rd	1,585
1101	Clear Lake Rd	1376 Clear Lake Rd	1700 Clear Lake Rd	3,365
1104	Coate Rd	Highway 141	1084 Coate Rd	790
1105	Coate Rd	1084 Coate Rd	End (1159 Coate Rd)	800
1106	Cooper Point Rd	Rossclair Rd	1097 Cooper Point Rd	970
1107	Corbett Rd	Fish Hatchery Rd	End (1030 Corbett Rd)	300
1108	Corduoy Rd	Muskoka Rd 30 (Walkers Point Rd)	End (1276 Corduroy Rd)	150
1110	Cowan Park Rd	Muskoka Rd 4 (Windermere Rd)	1036 Cowan Park Rd	360
1111	Craigie Lea Rd	Carlingford Rd	1045 Cragie Lee Rd	430
1113	Cranberry Rd	1160 Cranberry Rd	End (1196 Cranberry Rd)	360
1114	Crawford Rd	South Monck Dr	1036 Crawford Rd	270
1115	Crawford Rd	1036 Crawford Rd	End	140
1116	Crawford St	Muskoka Rd 3 (Aspdin Rd)	End (1251 Crawford St)	2,500
1118	Cutler Rd	Inverness Rd	1059 Cuttler Rd	610
1121	Deewood Dr	North Shore Dr	End (1068 Deewood Dr)	690
1122	Dock Rd	Muskoka Rd 25 (Brackenrig Rd)	End (Dock)	300
1123	Doherty Rd	Olsen Rd	Muskoka Rd 47 (Falkenburg Rd)	1,180
1124	Doherty Rd	Muskoka Rd 4 (Winderemere)	Olsen Rd	4,720
1131	East Bay Rd	Whitings Rd/Hardy Lake Rd	Ashforth Dr	1,560
1133	East Bay Rd	Packers Bay Rd	End (1393 East Bay Rd)	600
1134	East Black Lake Rd	Muskoka Rd 169	End (1077 East Black Lake Rd)	740
1138	Ed Briese Rd	Old Parry Sound Rd	1206 Ed Briese Rd	2,080
1139	Eldo Ln	Muskoka Rd 38	End (1022 Eldo Ln)	210
1148	Evergreen Dr	Muskoka Rd 38	End (1036 Evergreen Dr)	343
1161	Fogo St	Moon River Rd	1109 Fogo St	1,030
1162	Foord Rd	Muskoka Rd 38	Lionel Av	260
1163	Fry Rd	Highway 141	End (1040 Fry Rd)	365
1165	Glen Gordon Rd	Butter and Egg Rd	1190/1191 Glen Gordon Rd	2,080
1169	Goltz Rd	Muskoka Rd 47 (Falkenburg Rd)	1.6km South	1,780

1174	Gostick Rd	McDonald Rd	End (1020 Gostick Rd)	240
1188	Hardy Lake Rd	East Bay Rd	End (1171 Hardy Lake Rd)	1,200
1193	Hekkla Rd	Muskoka Rd 3 (Aspdin Rd)	Shannon Hall Rd	2,580
1194	Hekkla Rd	Shannon Hall Rd	Gross Rd	4,260
1195	Hekkla Rd	Gross Rd	Bear Cave Rd	2,240
1196	Hekkla Rd	Bear Cave Rd	Muskoka Rd 3 (Aspdin Rd)	540
1199	Hemlock Point Rd	Hemlock Point Sideroad	1286 Hemlock Point Road	1,310
1200	Hemlock Point Sideroad	Hemlock Point Rd	1112,1113,1114 Hemlock Point Sideroad	1,120
1203	Herman Tibbel Rd	Muskoka Rd 24 (Deebank Rd)	End (1055 Herman Tibbel Rd)	660
1204	Hesners Lake Rd	Muskoka Rd 38	End (1057 Hesners Lake Rd)	540
1205	Hill Rd	Gullwing Lake Rd	1014 Hill Rd	192
1207	Houston Rd	South Monck Dr	Sepp Rd	610
1208	Houston Rd	Sepp Rd	End (1220 Houston Rd)	1,510
1209	Hudson Point Rd	Muskoka Rd 30 (Barlochan Rd)	End (1050/1051 Hudson Point Rd)	413
1210	Hummingbird Ln	North Shore Rd	End (1107 Hummingbird Ln)	352
1211	Hunt Rd	Woodroffe Rd	End (1020/1021 Hunt Rd)	270
1212	Hurling Point Rd	Muskoka Rd 38	End (1113 Hurling Point Rd)	1,080
1213	Hydro Rd	Highway 141	Muskoka Rd 24 (Deebank Rd)	270
1217	Inverness Rd	North Shore Rd	Cutler Rd	80
1218	Inverness Rd	Cutler Rd	1052 Inverness Rd	460
1224	Jean Marie Rd	270 Jean Marie Rd	277A&277B Jean Marie Rd	110
1227	Joshs Bay Rd	Skeleton Lake Rd 4	1051 Joshs Bay Rd	420
1241	Kirrie Glen Rd	Ziska Rd	End (1100 Kirrie Glen Rd)	420
1246	Leonard Lake 2 Rd	Muskoka Rd 118 W	End (1084 Leonard Lake 2 Rd)	790
1247	Lionel Av	Foord Rd	End (1005 Lionel Av)	140
1248	Lionel Av	Foord Rd	End (1033 Lionel Av)	195
1250	Long Lake Rd	Muskoka Rd 169	1084 Long Lake Rd	820
1254	Luckey Rd	Highway 141	61 Luckey Rd (Boundary Line - Town of Huntsville)	500
1255	Luckey Rd	61 Luckey Rd (Boundary Line - Town of Huntsville)	300 Luckey Rd	1,200
1256	Luckey Rd	300 Luckey Rd	End (200m north of 705 Luckey Rd)	1,790
1257	MacDonald Rd	Weismiller St	End (1021 MacDonald Rd)	180
1258	Mahon Farm Rd	Muskoka Rd 25 (Brackenrig Rd)	End (1032 Mahon Farm Rd)	310
1266	McKenzie Rd	Muskoka Rd 169	End (1059 McKenzie Rd, Unit 28)	590
1268	McLeod Rd	McLeod Rd	1081 McLeod Rd	386

1282	Montgomery Dr	Muskoka Rd 25 (Brackenrig Rd)	30 m west of Muskoka Rd 25 (At turnaround)	30
1294	Neals Rd	East Bay Rd	1038/1040 Neals Road	370
1295	Neil Beathune Rd	Highway 141	End (1047/1057 Neil Beathune Rd)	450
1296	Nicholls Rd	South Monck Dr	Boundary Line (Town of Bracebridge)	680
1299	North Buckeye Rd	Lake Joseph Rd	Buckeye Rd	210
1308	North Shore Rd	1452 North Shore Rd	End (1524 North Shore Rd)	709
1311	Old Bala Rd	Muskoka Rd 169	Dark Bay Rd	295
1312	Old Bridge Rd	Muskoka Rd 7 (Pennisula Rd)	1027 Old Bridge Rd	106
1316	Olsen Rd	Doherty Rd	1038 Olsen Rd	335
1317	Omineca Rd	Muskoka Rd 118 W	End (1020 Omineca Rd)	210
1319	Orange Lodge Rd	1011 Orange Lodge Rd	End (1034 Orange Lodge Rd)	210
1320	Orgills Point Rd	Sherwood Rd	End (Turnaround 0.2 km north)	224
1321	Packers Bay Rd	East Bay Rd	1050 Packers Bay Rd	470
1323	Paignton House Rd	1050 Paignton House Rd	End (1109 Paignton House Rd)	557
1324	Park Rd	Muskoka Rd 38	Centre Av	370
1325	Partridge Ln	Ziska Rd	South Monck Dr	1,640
1328	Pearcey Rd	Muskoka Rd 118W	End (1031 Pearcey Rd)	315
1329	Penney Rd	Muskoka Rd 25 (Brackenrig Rd)	1042 Penney Rd	400
1330	Pennwood Extension Rd	Pennwood Rd	End (1036 Pennwood Extension Rd)	420
1332	Pickrel Ln	Muskoka Rd 25 (Brackenrig)	End (To Dock)	130
1341	Pratt Rd	Lake Joseph Rd	1015/1025 Pratt Rd	400
1342	Purdy Rd	Rostrevor Rd	1230 Purdy Rd	2,200
1346	Quinn Rd	Muskoka Rd 4 (Windermere Rd)	End (1034 Quinn Rd)	320
1347	Ranwood Rd	Muskoka Road 118 W	1050 Ranwood Rd	380
1350	Rigbey Rd	Moon River Rd	1005 Ribgey Rd	50
1358	Roberts Bay Rd	Hamills Point Rd	End (1151 Roberts Bay Rd)	1,520
1359	Rosclair Rd	Muskoka Rd 26 (Foreman Rd)	Cooper Point Rd	270
1361	Rosseau Lake 1 Rd	1120 Rosseau Lake 1 Rd	End (1400 Rosseau Lake 1 Rd)	2,460
1362	Rosseau Lake 2 Rd	Highway 141	End (dock)	3,560
1363	Rosseau Lake 3 Rd	Highway 141	Start of Bridge	1,600
1364	Rosseau Lake 3 Rd	Start of Bridge	End of Bridge	30
1365	Rosseau Lake 3 Rd	End of Bridge	End (1279 Rosseau Lake 3 Rd)	1,150
1370	Roy Klingbeil Rd	Muskoka Rd 24 (Deebank Rd) - North Junction	1020 Roy Klingbeil Rd	170
1371	Roy Klingbeil Rd	Muskoka Rd 24 (Deebank Rd) - South Junction	1079 Roy Klingbeil Rd	45

1377	Sandor Dr	Muskoka Rd 38	(End) 1040 Sandor Dr	350
1378	Sands Rd	Juddhaven Rd	End (1125 Sands Rd)	1,200
1383	Segwun Pl	Fair-Lee Park Rd	End (1033 Segwun Pl)	350
1384	Sepp Rd	Houston Rd	1032 Sepp Rd	300
1386	Shannon Hall Rd	Hekkla Rd	End (1188 Shannon Hall Rd)	1,490
1390	Shennamere Rd	Muskoka Rd 25 (Brackenrig Rd)	1095 Shennamere Rd	1,110
1395	Skeleton Lake 1 Rd	Highway 141	1040 Skeleton Lake 1 Rd	390
1402	Skeleton Lake 4 Rd	Highway 141	Joshs Bay Rd	370
1403	Skeleton Lake 4 Rd	Joshs Bay Rd	1110 Skeleton Lake 4 Rd	815
1404	Skeleton Lake 5 Rd	Highway 141	End (1166/1167 Skeleton Lake 5 Rd)	1,601
1405	Ski School Rd	Highway 141	End (2161 Ski School Rd)	155
1409	South Monck Dr	Crawford Rd	30m past 1250 South Monck Rd	180
1410	South Monck Dr	30m past 1250 South Monck Rd	Nicholls Rd	2,260
1411	South Monck Dr	Nicholls Rd	Houston Rd	1,700
1415	Strachan Point Rd	Muskoka Rd 38	1053 Strachan Point Rd	540
1417	Stroud Beach Rd	Muskoka Rd 3 (Aspdin Rd)	1065 Stroud Beach Rd	650
1422	Tamarack Tl	Clearwater Shores Bv	End (1024 Tamarack Tl)	260
1432	Tom Dixon Rd	Muskoka Rd 27 (Ferndale Rd)	End (5 Tom Dixon Rd)	100
1433	Tom Greer Rd	Highway 141	1070 Tom Greer Rd	640
1434	Tom Wroe Rd	Muskoka Rd 118 W	1018 Tom Wroe Rd	140
1444	Trafalgar Bay Rd	Muskoka Rd 169	Moon River Rd	1,840
1445	Tribble Rd	Muskoka Rd 3 (Aspdin Rd)	End (1201/1259 Tribble Rd)	2,620
1446	Trillium Rd	Muskoka Rd 26 (Forman Rd)	Turnaround (30m north of 1052 Trillium Rd)	445
1448	Victor Creasor Rd	Muskoka Rd 24 (Deebank Rd)	End (1091 Victor Creasor Rd)	830
1458	Wares Rd	Muskoka Rd 30 (Walkers Point Rd)	1052 Wares Rd	495
1462	West Black Lake Rd	Torrance Rd	1021 West Black Lake Rd	205
1474	Woodroffe Rd	Lake Joseph Rd	Hunt Rd	220
1475	Woodroffe Rd	Hunt Rd	1144 Woodroffe Rd	1,205
1476	Woodroffe Rd	1144 Woodroffe Rd	End (1166 Woodroffe Rd)	320
1478	Youngs Rd	Muskoka Rd 169	End (1058 Youngs Rd)	760