



Township of Muskoka Lakes

Request for Tender

T-2020-14

Supply and Stockpile Winter Sand

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-2020-14

Described as Supply and Stockpile Winter Sand

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

Tenders shall be received until: 2:00 p.m. Tuesday, April 21st, 2020

Tenders received by the time and date specified above shall be opened and read in public one half hour 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.

PART II TENDER CONDITIONS

TC-1 Completion and Submissions of Tenders

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Owner:
 - a) Part III – Form of Tender;
 - b) the Tender deposit;
- 1.7 The Tenderer shall submit the Tender in a sealed and opaque envelope properly identified with the contract number, contract description, name of Tenderer, due date and time.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2004-161, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Tim Sopkowe, Public Works Technician at tsopkowe@muskokalakes.ca. Inquiries must be received no later than five (5) Business Days prior to the tender submission deadline specified in Part I of the Tender or as amended by addendum. Unless otherwise addressed through an addendum, all responses to bid inquiries shall not be incorporated as part of the Contract or in any way change the Contract.

TC-2 Tender Deposit

- 2.1 At the time of tendering, the Tenderer shall submit a tender deposit with its Tender, 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 *First Delivery* as defined in the Special Provisions – Item Specific (SP-F-1) of this contract by September 30, 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 to authorize the commencement of work within 10 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-2020-14 are:

- a) Tender
 - i) Part I - Tender Call
 - ii) Part II - Tender Conditions
 - iii) Part III - Form of Tender
- b) Form of Agreement
- c) 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 – SUMMARY

<p align="center">CONTRACT NUMBER T-2020-14 SUPPLY AND STOCKPILE WINTER SAND</p>						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	OPSS.MUNI 1001 OPSS.MUNI 1004 SP-F-1	Treat and Stockpile Winter Sand Glen Orchard	Tonnes	4,500		
2	OPSS.MUNI 1001 OPSS.MUNI 1004 SP-F-1	Treat and Stockpile Winter Sand Patterson Corners	Tonnes	3,000		
3	OPSS.MUNI 1001 OPSS.MUNI 1004 SP-F-1	Treat and Stockpile Winter Sand Ranwood	Tonnes	3,000		
<p align="right">Total Tender Price (Transfer Amount to FT-3.3 of the Tender)</p>						
<p>Tenderer's HST Registration Number:</p>						

- 4.3 All prices to be shown excluding HST.
- 4.4 It is understood that the estimated quantities in the foregoing schedule are solely for the purpose of facilitating the comparison of bids and the Tenderer's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less shown herein.
- 4.5 The quantities shown in this Tender are an estimate only and are not a guarantee of amount of material to be supplied under this contract. The Township of Muskoka Lakes reserves the right to adjust quantities without a change in the tendered unit price.
- 4.6 The unit price shall govern whenever the total 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-2020-14

Described as Supply and Stockpile Winter Sand

SECTION C

OPS

**GENERAL CONDITIONS
OF CONTRACT**

ONTARIO PROVINCIAL STANDARDS

GENERAL CONDITIONS OF CONTRACT

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

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

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

SECTION D

OPS STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

ONTARIO PROVINCIAL STANDARDS

STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

SS-1 OPS Standard Drawings and Specifications

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

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

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

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

OPSD	Rev No	OPSD	Rev No	OPSD	Rev No
N/A	N/A	N/A	N/A	N/A	N/A

- 1.4 The Ontario Provincial Standard Specifications (OPSS) which are provisions of this Contract include, but not limited to:

OPSS	Rev. Date	Description
OPSS.MUNI 102	NOV 2018	General Specification for Weighing of Materials
OPSS.MUNI 106	APR 2017	Electrical Work
OPSS.MUNI 120	NOV 2019	The Use of Explosives
OPSS.PROV.127	CURRENT	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
OPSS.MUNI 180	NOV 2016	General Specification for the management of Excess Materials

OPSS.MUNI 182	NOV 2012	Environmental Protection for Construction in Waterbodies and on Waterbody Banks
OPSS.MUNI 1001	NOV 2018	Material Specification For Aggregates - General
OPSS.MUNI 1004	NOV 2013	Material Specification For Aggregates - Miscellaneous

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 The period of this contract shall be June 1, 2020 to April 30, 2021.
- 1.2 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 INTURUPTION OF SERVICE

- 4.1 The Contractor shall make every effort to facilitate the movement of mail delivery, school, garbage collection and recyclable collection vehicles. If the work prohibits the ability of these vehicles to provide service, the Contractor, at no extra expense to the Owner, shall coordinate with the affected service to undertake this work

5.0 EXTRA WORK, ADDITIONAL WORK AND/OR CHANGES IN THE WORK

- 5.1 No Extra Work, Additional Work and/or Changes in the Work shall be completed without the prior written approval of the Contract Administrator.
- 5.2 Extra Work, Additional Work and/or Changes in the Work must be identified as such by the Contractor when submitting the request for approval and no claims shall be made related to delays by the Contractor in requesting approval to complete Extra Work, Additional Work and/or Changes in the Work.
- 5.3 Despite anything stated elsewhere in the Contract, approval from the Contract Administrator shall be received before completing any Extra Work, Additional Work

and/or Changes in the Work. Failure to obtain prior written approval may result in non-payment for this portion of the work.

6.0 CONTRACTOR PERFORMANCE

6.1 Any undue delays in the execution of the work and/or costs incurred to the Township due to inefficiencies in performance by the Contractor shall be deemed to be the responsibility of the Contractor and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the Contractor by subtracting it off the Contractor's invoice.

6.2 The Contractor shall be notified in writing of any such delays and/or costs and be provided opportunity to correct the inefficiencies to the satisfaction of the Contract Administrator before any costs will be applied.

SECTION F

SPECIAL PROVISIONS –
ITEM SPECIFIC

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

Special Provisions – Item Specific are usually technical in nature and relate to specific tender items. Special Provisions – Item Specific can either amend or extend the OPS Standard Specifications contained in Section D of the tender documents or they can be used to provide nonstandard, item specific special provisions.

Special Provisions – Item Specific rank third (c) in the order of precedence, GC2.02. If a conflict exists between the Special Provisions - General and the Special Provisions - Item Specific, the Special Provisions - General shall take precedence.

The Contractor acknowledges that the Special Provisions – Item Specific as produced by the Township of Muskoka Lakes and listed herein are provisions of this Contract.

Clause No.	Special Provisions – Item Specific	Pages
SP-F-1	Special Provisions – Item Specific	F-2 to F-5

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – ITEM SPECIFIC

No. SP-F-1

1.0 SCOPE OF WORK

- 1.1 The work will include the supply, screening, loading, hauling, blending with salt, and stockpiling of winter sand that meets the requirements of this contract.
- 1.2 All work and materials provided under this contract shall conform to OPSS.MUNI 1004 and OPSS.MUNI 1001. Winter sand provided under this contract may include granite screenings provided that the product meets all specifications of the contract.
- 1.3 The sand supplied shall be mixed with highway coarse salt on site at each Township yard. The required salt will be supplied by the Township of Muskoka Lakes and the contractor will be responsible for mixing the sand and salt at each site prior to stockpiling. The sand and salt shall be mixed at four percent (4%) salt by weight. The sand and salt shall be mixed immediately prior to placement into the stockpile to allow a uniform mixture of the entire stockpile. There will be no additional payment for the weight of the salt added. The Contractor shall supply a loader equipped with a weight scale to ensure mixing of sand and salt at the correct concentration.
- 1.4 All stockpiles shall be constructed inside the respective sand storage facilities at each site and shall be constructed by means of a stacker or conveyor system equipped with a 4" screen at the intake to prevent any oversize or frozen material from entering the stockpile.
- 1.5 The mixing and stockpile operation shall be completed in such a manner that Township trucks and loaders can still have periodic access to sand if they are performing winter maintenance operations during the Contractor's operations.
- 1.6 It is the responsibility of the Contractor to view the stockpile locations prior to bidding.
- 1.7 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 LOCATION OF DELIVERIES

2.1 The following are the locations of each Township yard listed by item from the Form of Tender:

- Item #1 - Glen Orchard Yard (3951 Muskoka Road 169, Port Carling, ON)
- Item #2 - Patterson Corners Yard (1078 Raymond Road, Utterson, ON)
- Item #3 - Ranwood Garage (1050 Ranwood Road, Port Carling, ON)

3.0 NOTIFICATION OF DELIVERY

3.1 The Contractor shall notify the Contract Administrator a minimum of one week prior to commencing any delivery.

4.0 FIRST DELIVERY

4.1 First Delivery shall be defined as the completion of the initial filling of the sand storage facilities prior to the beginning of the winter season.

4.2 The quantity required for the First Delivery shall be the amount of material it takes to fill each sand storage facility as determined by the Contract Administrator.

4.2 The completion of the First Delivery shall constitute the work as being **Complete** for the purposes of the calculation of Liquidated Damages only.

5.0 SUBSEQUENT DELIVERY

5.1 No subsequent delivery shall be less than 1,500 tonnes per site.

5.2 The Contractor must be able to complete subsequent deliveries within two weeks upon notice from the Township.

5.3 Subsequent delivery(s) shall not be subject to the Completion Date or Liquidated Damages stated in the Tender Conditions.

5.4 Subsequent deliveries shall be completed at the same unit rate and the Township will not be responsible for any additional costs associated with this work, including but not limited to, snow removal and mobilization/demobilization costs.

6.0 SALT STORAGE

6.1 Starting on the date the Contractor begins operations on this Contract, the Contractor shall be responsible for protecting all Township supplied salt that is stored outside with a suitable waterproof covering.

- 6.2 Salt protection at each site shall continue until the Contractor has completed the stockpile and demobilized off of the site.
- 6.3 Any area where salt has been spilled during the operation shall be cleaned up at the end of each day.

7.0 MINIMUM PRODUCTION RATE

- 7.1 The contractor must maintain a minimum production rate of 700 tonnes per day once delivery begins to the first Township yard.
- 7.2 Exemption from the minimum production rate shall occur on any days in which work is not permitted as detailed in the contract documents and on the first and last day at each Township yard when mobilization and demobilization is required. Exemption from minimum production rates will also be provided at the discretion of the Contract Administrator in the following circumstances:
- 1) Days in which inclement weather prevents the contractor from achieving the minimum production rate.
 - 2) Any days in which Township crews are performing winter maintenance operations.
 - 3) Non-delivery of Township supplied materials
 - 4) Any delay, attributable to the Owner, another contractor hired by the Owner, or an employee of any one of them, or by anyone else acting on behalf of the Owner.
 - 5) Any cause beyond the care and control of the Contractor that can be substantiated by the Contractor to the satisfaction of the Contract Administrator.

8.0 QUANTITIES ARE ESTIMATED

- 8.1 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.
- 8.2 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.

9.0 WEIGHED MATERIAL

- 9.1 All weighed material shall be weighed according to OPSS.MUNI 102.
- 9.2 All weighed material shall be recorded on approved tickets as approved by the Contract Administrator to be provided on site at the time of delivery.
- 9.3 The Township reserves the right to supply a checker at its own discretion.

10.0 PAYMENT

- 10.1 Payment at the contract price for the tender item(s) shall include full compensation for all labour, equipment and materials to complete the work as per the tender documents.
- 10.2 Payment shall be made based on the actual quantity supplied and stockpiled based on the weigh tickets provided upon delivery to the site.
- 10.3 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Accounts Payable Department at ap@muskokalakes.ca. All invoices related to this tender shall reference the tender number and the purchase order number provided. All invoices shall include one copy of the weigh ticket daily summary sheets for each day the Contractor is invoicing for.