



## **Township of Muskoka Lakes**

### **Request for Tender**

**T-2026-33**

**Operational Services Agreement for the  
Supply of Equipment, and Labour, within  
the Township of Muskoka Lakes**

# TOWNSHIP OF MUSKOKA LAKES

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# 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-2026-33

Described as: Operational Services Agreement for the  
Supply of Equipment, and Labour, within  
the Township of Muskoka Lakes

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, March, 11<sup>th</sup> 2026**

## **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) Contractor Responsibility Form
  - c) A copy of active Certificate of Insurance
  - d) WSIB
  - e) Signed form of Agreement
- 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;  
OR,  
Vendors may choose, at their sole risk, to email their bid to [mveitch@muskokalakes.ca](mailto:mveitch@muskokalakes.ca). Please include the Tender number and name within the subject line of the email. The time the email is received will be considered the time of submission and bids will not be accepted. Emails that include submissions will not be opened until on or after the date and time of tender closing.
- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes By-Law 2025-108, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Matt Veitch, Engineering Coordinator [mveitch@muskokalakes.ca](mailto:mveitch@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 The requirement for a Tender Bid deposit has been waived.

**TC-3 Basis of Award**

3.1 The Township makes no guarantee that the value or volume of the work will be assigned to the successful service provider/contractor. If the service provider/contractor meets the requirements specified within this document, they will be placed on a list of eligible contractors. When the Township of Muskoka Lakes requires any of the services listed, offers for the work will be made to service providers on the list based upon the best value to the Township.

3.2 The Township reserves the right to complete work with their own work forces, other contractors and/or other agencies, as solely determined by the Township.

3.3 The Director of Operational services, or delegate, will determine the most appropriate service provider available to complete the work based on maximizing the financial and operational benefit to the Township.

**TC-4 Addenda**

4.1 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.

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 may impact its privileges to submit Tenders/Quotations in the future.

**TC-12 Tenderer - WSIB Certificate of Clearance**

12.1 The 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 OPSS MUNI General Conditions.

**TC-13 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-14 Tenderer - Insurance**

15.1 The Tenderer shall provide the Owner with an original Certificate of Insurance for each type of insurance coverage required by Section GC6.03 of the OPSS MUNI General Conditions of Contract (OPSS.MUNI – Nov 2024).

15.2 The Tenderer shall carry insurance, pursuant to Section GC6.03.02 of the OPSS MUNI General Conditions of Contract (OPSS.MUNI – Nov 2024) in the amount of at least FIVE MILLION DOLLARS (\$5,000,000.00).

15.3 The Tenderer shall carry insurance, pursuant to Sections GC6.03 of the OPSS MUNI General Conditions of Contract (OPSS.MUNI – Nov 2024) 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

The District Municipality of Muskoka  
70 Pine Street  
Bracebridge, ON P1L 1N3

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

16.1 The 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 can be provided upon request.

**TC-17 Successful Tenderer - Time for Completion**

17.1 The successful Tenderer shall complete the work at an agreed upon time with the Township's Director of Operational Services, or their delegate.

**TC-18 Tenderer - Submission of Documentation**

18.1 The 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.

18.2 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-19 Successful Tenderer - Commencement of the Work**

19.1 The successful Tenderer shall not commence the Work until it has received authority to proceed with the work from the Owner. The Contract Administrator may contact the successful Tenderer on short notice to complete maintenance or construction activities, the successful tenderer is required to confirm availability to complete the service as soon as possible.

**TC-20 Successful Tenderer - Vendor Performance Management Notice**

20.1 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 2025-108, 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-2026-33 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 Standard Specifications and Standard Drawings
  - d) Special Provisions – General and Item Specific
  - e) 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 \_\_\_\_\_

### **FT-2 Tenderer's Declarations**

- 2.1 The Tenderer declares that it has obtained and read the Contract

Documents.

- 2.2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.
- 2.3 Without limiting the generality of Section FT-2.2, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract which are required to be fulfilled by the time of tendering.
- 2.4 The Tenderer declares that all information which it has provided or will provide to the Owner is true.

**FT-3 Tenderer's Offer**

- 3.1 The Tenderer offers to do the work in accordance with the Contract Documents.
- 3.2 The Tenderer offers to do the work and to accept payment at the unit prices specified in the Schedule of Prices in Section FT-4 of the Tender, in accordance with the Contract Documents.

**FT-4 Schedule of Prices**

- 4.1 The Schedule of Prices attached is Section FT-4.2 of the Tender.

This offer is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
(only if required by TC-1)

\_\_\_\_\_  
Signature of Tenderer  
(Corporate Seal if required by TC-1)

\_\_\_\_\_  
Signature of Tenderer  
(Second Signature if required by TC-1)

\_\_\_\_\_  
Print Name of Tenderer(s)

**FT-4.2 SCHEDULE OF PRICES**

ITEM NO.	ITEM	ITEM/SERVICE DESCRIPTION	UNIT	PRICE
1.	BRUSHING CREW	<u>3</u> -PERSON CREW, MINIMUM 300MM CHIPPER, CHAINSAWS, MINIMUM 3/4-TON TRUCK, 2 CHAINSAWS WITH TRAFFIC CONTROL	PER HR.	
2.	PATCHING CREW	<u>3</u> -PERSON CREW, MINIMUM 1-TON SINGLE AXLE DUMP TRUCK, APPROPRIATE HAND TOOLS	PER HR.	
3.	FLAGGING CREW	<u>2</u> -PERSON CREW – TRAINED IN O.T.M BOOK 7, PICK-UP TRUCK	PER HR.	
4.	ADDITIONAL FLAG PERSON	<u>1</u> - ADDITIONAL FLAG PERSON, TRAINED IN O.T.M BOOK 7 WITH APPROPRIATE EQUIPMENT	PER HR.	
5.	TELESCOPIC BOOM, CARRIER MOUNTED EXCAVATOR	MINIMUM OPERATING WEIGHT OF 15,000KG	PER HR.	
6.	HYDRAULIC EXCAVATOR	CRAWLER MOUNTED, MINIMUM OPERATING WEIGHT OF 19,500KG	PER HR.	
7.	HYDRAULIC EXCAVATOR	CRAWLER MOUNTED, MINIMUM OPERATING WEIGHT OF 23,000KG	PER HR.	
8.	EXCAVATOR WITH MECHANICAL BRUSHER	MECHANICAL BRUSHER HEAD ON WHEELED OR RUBBER TRACKED EXCAVATOR	PER HR.	
9.	BRUSHING COMBO	EXCAVATOR WITH MECHANICAL BRUSHER WITH TRAFFIC CONTROL	PER HR.	
10.	REAR DUMP, TANDEM AXLE TRUCK	MINIMUM AGW OF 24,000KG	PER HR.	
11.	REAR DUMP, TRI-AXLE	MINIMUM AGW OF 32,000KG	PER HR.	
12.	WATER TRUCK	SUPPLIED WATER TRUCK, MINIMUM AGW OF 16,000KG, SINGLE REAR AXLE, SPRAY BAR TYPE OF GRAVITY/PRESSURE	PER HR.	

13.	DITCHING CREW	TELESCOPIC BOOM, CARRIER MOUNTED EXCAVATOR, <u>2</u> - TANDEM AXLE DUMP TRUCK WITH TRAFFIC CONTROL	PER HR.	
14.	CULVERT CREW	TELESCOPIC BOOM, CARRIER MOUNTED EXCAVATOR OR HYDRAULIC EXCAVATOR, RUBBER TRACKED, <u>2</u> - TANDEM AXLE DUMP TRUCK WITH TRAFFIC CONTROL	PER HR.	
15.	SNOWPLOW SANDER COMBO	TANDEM AXLE DUMP TRUCK WITH ONE-WAY SLUSHER AND WING, SPINNER SANDER	PER HR.	
16.	FRONT END LOADER	FOUR-WHEEL DRIVE, RUBBER TIRE, MINIMUM OPERATING POWER OF 100 KW	PER HR.	
17.	SNOWBLOWER	FRONT-END LOADER/TRACTOR, FOUR-WHEEL DRIVE, RUBBER TIRE EQUIPPED WITH A MINIMUM 6FT DOUBLE AUGER BLOWER, DIRECTIONAL DISCHARGE CHUTE	PER HR.	
18.	STREET SWEEPER	SELF-PROPELLED, DUAL CONTROL, MECHANICAL SWEEPER TYPE	PER HR.	
19.	EQUIPMENT WITH FRONT MOUNTED BROOM ATTACHMENT	MINIMUM 1.2M WIDE HYDRAULIC BROOM MOUNTED ON TRUCK, TRACTOR OR RUBBER-TIRED SKID STEER LOADER	PER HR.	
20.	HYDRO EXCAVATING VACCUM TRUCK	MINIMUM TANDEM AXLE, 6 M <sup>3</sup> SPOIL TANK, 3000L OF WATER CAPACITY, 3,500-CFM BLOWER, 36 L/MIN WATER PUMP	PER HR.	
21.	COMPACTOR (PACKER)	SELF-PROPELLED, VIBRATORY, SINGLE SMOOTH DRUM MINIMUM WEIGHT OF 4,000 KG	PER HR.	
22.	MOTOR GRADER, ARTICULATED FRAME	MINIMUM OPERATING WEIGHT OF 14,000 KG	PER HR.	
23.	TRACTOR BULLDOZER, CRAWLER TYPE	MINIMUM NET FLYWHEEL POWER OF 50 KW	PER HR.	

4.3 All prices are 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 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-2026-33

Item Number(s) \_\_\_\_\_

Described as Operational Services Agreement for the Supply of Equipment, and Labour within the Township of Muskoka Lakes

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

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

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

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

\_\_\_\_\_  
*Signature*  
*Date*  
Contractor  
(Corporate Seal if required by TC-1)

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*  
Director of Operational Services  
The Township of Muskoka Lakes

\_\_\_\_\_  
*Signature*  
*Date*  
Contractor  
(Second Signature if required)

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*  
Witness  
(Only if required by TC-1)

# **SECTION C**

## **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 106	APR 2023	Electrical Work
OPSS.MUNI 180	APR 2025	Management of Excess Materials
OPSS.MUNI 182	NOV 2021	Environmental Protection for Construction in Waterbodies and on Waterbody Banks
OPSS.MUNI 201	APR 2019	Clearing, Close Cut Clearing, Grubbing, and Removal of Surface and Piled Boulders

OPSS.MUNI 206	APR 2019	Grading
OPSS.MUNI 309	NOV 2023	Cold Mixed, Cold Laid, Open and Dense Graded Bituminous Mix
OPSS.MUNI 706	APR 2018	Temporary Traffic Control Devices
OPSS.MUNI 1001	NOV 2018	Material Specification for Aggregates - General
OPSS.MUNI.1010	NOV 2013	Aggregates - Base, Sub-base, Select Subgrade, and Backfill Material

**SECTION D**

**SPECIAL PROVISIONS -**  
**GENERAL**

**TOWNSHIP OF MUSKOKA LAKES**  
**SPECIAL PROVISIONS - GENERAL**

In the event of any inconsistency or conflict in the contents, applicable documents shall take precedence and govern as per section 2.02 of OPSS.MUNI 100 Dated Nov 2024.

<b>Clause No.</b>	<b>Special Provisions – General</b>	<b>Pages</b>
SP-D-1	Special Provisions – General	D-2 to D-6

# **TOWNSHIP OF MUSKOKA LAKES**

## **SPECIAL PROVISIONS – GENERAL**

### **Summary**

The Tender prices shall be valid for a one (1) year period. The contract shall expire on January 31st, 2027.

This Tender constitutes a request to establish a Standing Arrangement with Contractors who submit prices for operated equipment, vehicles, traffic control, and labour. Contractors may submit bids for any number of items for which they are qualified and capable of performing in a satisfactory manner. The bidder shall indicate “No Bid” within the Schedule of Items and Prices should they choose to not bid on a specific item.

The Township of Muskoka Lakes reserves the right to generate a list of qualified Contractors for each item requested within this Tender. The bidder will be notified of any items for which they have been placed on the list for potential consideration. This list will not be shared outside of the Township. If the Township requires one of the services, the Contract Administrator shall determine the most appropriate Contractor available to complete the work, based upon maximizing the financial and operational benefit to the Township. This will generally be based on the lowest Tender price submitted but will also depend on contractor availability and satisfactory performance of the work.

The Township reserves the right to perform work within any designated work area using its own forces and/or other contractors or agents acting for the Township. Situations may arise when multiple contractors are required to operate within the same area; in such cases, all contractors shall fully cooperate and coordinate their activities to ensure the safe and efficient execution of the work. Any issues or conflicts encountered in these circumstances shall be reported to the Contract Administrator immediately.

Frequent or repeated refusal to accept work for a specific item may result in the Contractor being removed from the list of eligibility. This arrangement may not be assigned or subcontracted in whole or in part without obtaining prior consent from the Contract Administrator.

This arrangement may be cancelled within 30 days with written notice to all contractors.

### **Work**

The Township may require the services of operated equipment, trucks, traffic control,

and manual labour to assist in the operations and maintenance of infrastructure. This work includes but is not limited to ditching, brushing, grading, gravelling, culvert installation etc. When these services are required, the Contract Administrator will determine the required item available and offer work to the Contractor based upon the lowest Tender price submitted. The Contractor must be available at all times to Township staff for the purposes of offering work during business hours of 8am – 5pm, Monday to Friday. The Contractor must accept or decline this offer within two (2) hours, so the Township can plan accordingly. Failure to be available for the call offering work or to confirm availability within this stated timeline will result in the Township moving to the next lowest bidder within that item.

The Township will notify the contractor of the scope of work, location(s), estimated duration, required start date, and extent of the work on a case-by-case basis. The Contract Administrator has the authority to suspend or withdraw the offer of work should the service provider:

- Fail to respond to the location of work by the required time; and/or,
- The equipment or vehicles to be used are not in satisfactory condition; and/or,
- The equipment is not being operated in an effective, or efficient manner; and/or,
- The operator is not qualified; and/or,
- The work is not being completed in a safe manner; and/or,
- The Contractor alters the scope of work without approval from the Contract Administrator

Travel time to and from the designated work location, whether for personnel or equipment, shall not be compensated. All work locations will be located within the boundaries of the Township of Muskoka Lakes.

Should materials be required as part of the Work, the Contract Administrator shall direct the Contractor to the designated location from which such materials are to be obtained. The Township shall be responsible for the cost of any materials that the Contract Administrator specifically instructs the Contractor to procure.

The Contractor shall, upon request and to the satisfaction of the Township, provide all documentation deemed necessary to verify that its personnel possess qualifications, training, and capability to perform the assigned work. Upon request by the Township, the Contractor shall also provide complete equipment details, including age, make, and model, for all machinery proposed for use.

The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "Act") and Ontario Regulation 213/91, as amended, (that regulates Construction Projects) and any other regulations as amended under *the Act* (the "Regulations") that may affect the performance of the Work, as the "Constructor" or "employer," as defined by *the Act*, as the case may be. The Contractor shall ensure that safe work is their top priority when engaging in activities on behalf of the Township.

The Contractor shall have an authorized representative on the site while any Work is being performed, to supervise the Work and act for or on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the names, addresses, positions, and cell phone, and telephone numbers of the Contractor's representatives who can be contacted to deal with matters relating to the work, and update as necessary.

Where a vehicle is hauling Material for use on the Work, in whole or in part; upon a Highway; and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit specified in the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas within the Working Area where overloading is permitted. The Contractor shall bear the onus of weighing disputed loads.

The Contractor shall at all times at no extra cost to the Township provide, safe and adequate pedestrian and vehicle access.

## **Equipment operation**

The Contractor shall provide a qualified and duly licensed operator whenever the work requires the use of equipment or machinery that, by law or industry standard, must be operated by a certified individual. The contractor must ensure that the operator's credentials are valid, current, and appropriate for the specific equipment being used, and must make such documentation available to the Contract Administrator upon request. Upon request of the Contract Administrator, the Contractor shall replace any operator whose credentials lapse or are insufficient.

This requirement includes maintaining compliance with all applicable safety regulations, legislative requirements, and professional standards throughout the duration of the work.

Payment at the contract price for the tender item(s) shall include full compensation for all labour, equipment and materials to complete the work.

## **O.T.M Book 7 Traffic Control**

The contractor must ensure that traffic control setups are appropriate for the specific road classification, work activity, and traffic conditions, and must adjust the configuration as conditions change throughout the day. It is also the contractor's duty to ensure that all traffic control personnel are properly trained and competent, and that all equipment is installed, monitored, and maintained in good working order for the duration of the operation. This obligation includes providing all required signs, devices, barricades, delineators, and personnel necessary to establish a safe work zone that meets the standards prescribed in O.T.M. Book 7.

Payment at the contract price for the tender item(s) shall include full compensation for all labour, equipment and materials to complete the work.

## **Indemnification**

The Contractor shall indemnify and hold harmless the Township from and against any and all claims, damages, losses, expenses, costs, actions, suits, or proceedings brought by any third party arising out of, or attributable to, any negligent act or omission of the Contractor, its employees, agents, or subcontractors.

## **Payment**

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.

Payment for work performed under all items shall be made on an hourly basis and calculated to the nearest half-hour at the conclusion of each working day. Contractors shall be engaged for a minimum of one full working day (8 hours), unless otherwise agreed to in writing by the Township prior to commencing the work.

Travel time to and from the designated work location, whether for personnel or equipment, shall not be compensated.

The total hours worked shall be verified at the end of each working day, with the Contract Administrator or their designate. This shall be completed via a timesheet indicating the Contract item and the total hours worked during the day. All timesheets are to be submitted daily to the Township representative on site.

The Contractor shall submit an invoice monthly to the Township's Accounts Payable Department at [AP@muskokalakes.ca](mailto:AP@muskokalakes.ca) for processing.

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. All invoices shall include one copy of the approved timesheet for each day that the Contractor is invoicing for.

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.

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.