



Township of Muskoka Lakes

Request for Tender

Contract #T-2025-40

**Ullswater Community Centre
Kitchen System Upgrades**

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-2025-40

Described as Ullswater Community Centre Kitchen

System Upgrades

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. August 28, 2025

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 Corey Moore, Manager of Parks, Recreation, and Facilities at cmoore@muskokalak.es.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 Mandatory Site Meeting

- 11.1 The Tenderer shall be present for mandatory site meeting at 1503 Old Parry Sound Rd. on August 12, 2025, at 10:30am to walk the facility and understand the installation requirements.

TC-12 Irrevocability of Offer

- 12.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.
- 12.2 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-13 Successful Tenderer - Securities

- 13.1 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.

- 13.2 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-14 Successful Tenderer - WSIB Certificate of Clearance

- 14.1 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-15 Successful Tenderer - Execution of Form of Agreement

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

TC-16 Successful Tenderer - Insurance

- 16.1 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.
- 16.2 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).
- 16.3 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-17 Successful Tenderer - Contractor's Responsibilities Sign-Off Form

- 17.1 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-18 Successful Tenderer - Time for Completion

- 18.1 The successful Tenderer shall complete the Work as defined in GC1.06 by October 31, 2025, and this shall be the date used for the calculation of Liquidated Damages as per TC-18.1.
- 18.2 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.
- 18.3 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-19 Successful Tenderer - Liquidated Damages

- 19.1 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.
- 19.2 When applied, liquidated damages will be subtracted off the final submitted invoice prior to payment.

TC-20 Successful Tenderer - Submission of Documentation

- 20.1 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.
- 20.2 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-21 Successful Tenderer - Commencement of the Work

- 21.1 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-22 Successful Tenderer - Vendor Performance Management Notice

- 22.1 The contract resulting from this Tender may be subject to performance evaluation conducted by the Owner. The Owner reserves the right to consider the results of this performance evaluation in the award of future contracts and/or in the selection of vendors for future work. Performance evaluation will be managed in accordance with Township policy HS-007-POL, "Contractor Activities and Control Policy" and Township Procurement Policy By-law 2004-161, as amended.

TOWNSHIP OF MUSKOKA LAKES

PART III - FORM OF TENDER

Tender by:

NAME OF TENDERER

ADDRESS OF TENDERER

TELEPHONE NUMBER

FAX NUMBER

E-MAIL

after this called the “Tenderer”.

FT-1 Contract Documents

1.1 The Contract Documents for Contract Number T-2024-05 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) Special Provisions - General
- e) Drawings
- f) All Addenda issued pertaining to the Contract as acknowledged below:
 - Addendum No. ___ dated _____, 2025, No. of Pages _____
 - Addendum No. ___ dated _____, 2025, No. of Pages _____
 - Addendum No. ___ dated _____, 2025, No. of Pages _____
 - Addendum No. ___ dated _____, 2025, No. of Pages _____
 - Addendum No. ___ dated _____, 2025, No. of Pages _____
 - Addendum No. ___ dated _____, 2025, No. of Pages _____
 - Addendum No. ___ dated _____, 2025, 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)

4
5

FT-4.2 SCHEDULE OF PRICES

| CONTRACT NUMBER Contract #T-2025-40 Ullswater Community Centre Kitchen Ventilation System Upgrades | | | | | | |
|---|------------|-------------------------|----------|----------|------------|-------|
| Item | Spec. Code | Item Description | Unit | Quantity | Unit Price | Total |
| 1 | SP-F 1 | RH-1 Range hood | Lump Sum | 1 | | |
| 2 | SP-F 2 | Ductwork | Lump Sum | 1 | | |
| 3 | SP-F 3 | Fire Suppression System | Lump Sum | 1 | | |
| 4 | SP-F 4 | Electrical wiring | Lump Sum | 1 | | |
| 5 | SP-F 5 | Manual Reset Relay | Lump Sum | 1 | | |
| Total Tender Price (Transfer Amount to FT-3.3 of the Tender) | | | | | | |
| Tenderer's HST Registration Number: | | | | | | |

- 5.3 All prices to be shown excluding HST.
- 5.4 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.
- 5.5 The quantities shown in this Tender are an estimate only and are not a guarantee of the 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.
- 5.6 The unit price shall govern whenever the total amount bid for an item does not agree with the extension of the quantity and the unit price, and the total item amount from Section FT-4.2 and the Total Tender Price in Section FT-3.3 and FT-4.2 shall be corrected accordingly.

SECTION B

FORM OF AGREEMENT

TOWNSHIP OF MUSKOKA LAKES

FORM OF AGREEMENT

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

BETWEEN:

(after this called the “Contractor”)

AND:

**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA
LAKES**

(after this called the “Owner”)

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

EA-1

The Contractor shall perform the following work:

Contract Number T-2025-40

Described as Ullswater Community Centre

Kitchen System Upgrades

- FA-2** The Contractor shall perform the work in accordance with the Contract Documents listed in the Tender.
- FA-3** The Owner shall pay the Contractor in accordance with the unit prices in the Schedule of Prices in the Tender pursuant to the Contract Documents.
- FA-4** The provisions of the Contract Documents shall endure to the benefit of and be binding upon the Contractor and the Owner and their respective heirs, legal representatives, successors and assigns.

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

Signature *Date*

Contractor
(Corporate Seal if required by TC-1)

Signature *Date*

Director of Public Works
The Township of Muskoka Lakes

Signature *Date*

Contractor
(Second Signature if required by TC-1)

Signature *Date*

Witness
(Only if required by TC-1)

SECTION C

OPS

**GENERAL CONDITIONS
OF CONTRACT**

ONTARIO PROVINCIAL STANDARDS

GENERAL CONDITIONS OF CONTRACT

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

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

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

SECTION D

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.

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-D-1 | Special Provisions - General | D-1 to D-4 |

TOWNSHIP OF MUSKOKA LAKES

SPECIAL PROVISIONS – GENERAL

GENERAL WORK

SP-D 1. SCOPE OF WORK

The Contractor shall perform all the general work covered by the following specifications.

SP-D 2. LOCATION OF THE WORK

The location of the work is the Windermere Community Centre located at 2416 Windermere Rd, Utterson, ON P0B 1M0.

SP-D 3. SCHEDULE OF WORK

Upon being awarded the Contract, the Contractor shall forthwith supply to the Owner for their approval a copy of their detailed planned Schedule of Work, showing clearly that the Work will be completed within the stipulated time. No work shall commence on the Contract until the Owner has approved the Schedule of Work.

The Schedule of Work shall indicate proposed progress in 1-week periods for at least the following work as applicable:

Removal of existing exhaust fan and range hood.

Installation of the new supply and exhaust fan.

Installation of the new range hood including fire suppression system.

Electrical equipment and wiring installation.

Rough in electrical for new kitchen range, kitchen range to be supplied by the Township of Muskoka Lakes.

SP-D 4. AUTHORIZATION TO START WORK

The Work shall not begin prior to approval by the Township of Muskoka Lakes and shall be completed by October 31, 2025 as identified in Part II Tender Conditions as the date used for the calculation of liquidated damages.

SP-D 5. HOURS OF WORK

No work shall occur outside of 7:00 am to 5:00 pm, Monday to Friday or on any Provincial and/or Federal statutory holidays (including Easter Monday and Civic Holiday) without prior written approval from the Contract Administrator.

SP-D 6. AFTER HOURS CONTACT

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.

SP-D 7. NO INTERRUPTION OF SERVICE

The Contractor shall make every effort to facilitate the ongoing activities/rentals of the community centre during the renovation.

SP-D 8. PERFORMANCE BOND & LABOUR AND MATERIALS PAYMENT BOND

The Contractor shall provide bonds in accordance with Part II Tender Conditions.

SP-D 9. GENERAL LIABILITY & AUTOMOBILE LIABILITY INSURANCE

The Contractor shall provide insurance in accordance with Part II Tender Conditions. Proof of this insurance must be provided to the Owner, prior to commencing the Work.

SP-D 10. PERMITS & FEES

The Contractor shall obtain all necessary permits and approvals required for this Contract and pay all respective fees.

SP-D 11. MATERIALS SUPPLIED BY THE CONTRACTOR

The Contractor shall base their Tender on the materials specified as to quality and price. The Contractor may, however, after acceptance of their Tender, request permission to substitute alternative material where "other approved" is allowed in the specification. Should the Owner not approve such alternative material, the Contractor shall have no claim whatsoever against the Owner. All material supplied by the Contractor shall be new, in no case remanufactured or factory reconditioned and in no case recycled from any site unless specifically approved and tested by the Owner.

SP-D 12. FENCING

Fencing shall be erected in areas where there exists, in the opinion of the Owner, a danger to pedestrians or vehicular traffic for the installation or removal of equipment to/from the site. No separate payment will be made for fencing but shall be part of the General Work of the Contract.

SP-D 14. MEASUREMENT & PAYMENT

No measurement of quantities will be made for the General Work. No direct payment will be made for any of this General Work. The Contractor shall allow in their bid for all labour, material and equipment necessary for the general work described herein or specified elsewhere in the Contract.

SECTION E

Drawings

TOWNSHIP OF MUSKOKA LAKES

Contract Drawings

The Contract Drawings do not relate to any one specific tender item, but apply to either a number of tender items or the contract as a whole.

The Contract Drawings rank fourth (d) in the order of precedence, GC2.02.

The Contractor acknowledges that the Contract Drawings as produced by Tatham Engineering Ltd for the Township of Muskoka Lakes and listed herein are provisions of this Contract.