



Township of Muskoka Lakes

Request for Tender

T-2026-28

Removal and Replacement of Fuel System at Patterson Yard

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-2026-28

Described as Removal and Replacement of Fuel System at

Patterson Yard

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., July 22nd, 2026

All results will be posted on the Township website as soon as possible after tender opening.

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.

OR

Vendors may choose to email their bid to tsopkowe@muskokalakes.ca. Email submissions shall include the tender number and tender title within the subject line of the email. Email submissions shall include a scanned PDF of the full bid submission. The Township's record of the time that the email is received will be considered the time of submission and bids will not be accepted after this time. It is highly recommended that bids submitted in this manner are followed up prior to the tender submission deadline to confirm receipt by the Township. Tenderer's who submit via email are solely responsible for confirming receipt by the deadline and bids submitted in this manner are completed at the sole risk of the Tenderer.

- 1.8 Tender irregularities will be dealt with in accordance with the Township of Muskoka Lakes Purchasing By-Law 2025-108, as amended.
- 1.9 All inquiries/questions regarding this Tender are to be sent via email to Tim Sopkowe, Manager of Public Works at tsopkowe@muskokalakes.ca. Inquiries must be received no later 1:00pm on Wednesday, July 15, 2026 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
- 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 by Total Tender Price in accordance with the Municipal Buy Ontario Procurement Directive (April 13, 2026) and the Township Procurement Policy By-law 2025-108 (as amended). The Municipal Buy Ontario Procurement Directive shall take precedence over the Township By-law as the basis for award. Upon formal notification of award the Tenderer shall thereafter be known as the Contractor.
- 3.2 In accordance with the Municipal Buy Ontario Procurement Directive (April 13, 2026) and 10% evaluation advantage will be given to the bidder with highest proportion of Ontario Made goods and Ontario Services in their Domestic Supply Chain Plan. Please see FT-5 Domestic Supply Chain Plan for further information.

TC-4 Addenda

- 4.1 Addenda will be posted on the Township website (www.muskokalakelakes.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 9:00 am on Friday, July 17, 2026 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 fifty percent (50%) 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.

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 December 1, 2026 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 15 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 5 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 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-2026-28 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-2026-28 REMOVAL AND REPLACEMENT OF FUEL SYSTEM AT PATTERSON YARD						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	SP-F-1	Supply and Install New Fuel System	Lump sum	1		
2	SP-F-1	Remove Existing Fuel System	Lump sum	1		
3	SP-F-1	Environmental Assessment	Lump Sum	1		
Provisional Items						
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
4	SP-F-1	Excavation and Disposal of Contaminated Soil (Low level)	Tonne	15		
5	SP-F-1	Excavation and Disposal of Contaminated Soil (High level)	Tonne	15		
6	SP-F-1	Removal and Disposal of Contaminated Liquids	Litres	1000		
7	SP-F-1	Additional Soil testing (standard)	Each	1		
8	SP-F-1	Additional Soil testing (rush)	Each	1		
9	SP-F-1	Additional Water testing (standard)	Each	1		
10	SP-F-1	Additional TCLP Testing (standard)	Each	1		
11	SP-F-1	Additional Backfill Material	Tonne	15		
12	SP-F-1	Granular B, Type II	Tonne	15		

13	SP-F-1	Granular A	Tonne	15		
14	SP-F-1	Mobilization / Demobilization of Excavation Equipment	each	1		
Total Tender Price (Transfer Amount to FT-3.3 of the Tender)						

- 4.3 All prices to be shown excluding HST.
- 4.4 It is understood that the estimated quantities in the provisional items and 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.

FT-5 Domestic Supply Chain Plan

- 5.1 Each bidder shall provide a Supply Chain Management Plan in accordance with the Municipal Buy Ontario Procurement Directive (April 13, 2026) for each major good and service as defined in the Directive. The Supply Chain Management Plan shall be submitted by completing the table below and shall include all of the required information. A 10% evaluation advantage will be given to the bidder with highest proportion of Ontario Made goods and Ontario Services in their Domestic Supply Chain Plan. For more information, please see Section 6.1.1 (Method 1: Apply at 10% Evaluation Advantage) of Supply Chain Ontario's "[Capital Infrastructure Policy – A guide for Buyers](#)" (April 13, 2026).
- 5.2 Ontario-Made Goods and Ontario Services shall be as defined in the Municipal Buy Ontario Procurement Directive (April 13, 2026). All dollar values to be shown in Canadian Dollars and shall not include HST.

5.3 Supply Chain Management Plan

Major Good Description	Vendor Name and Address	Ontario-Made Good? (Y or N)	Total dollar value of the Good (\$)
Granular A			
Granular B Type II			
Backfill Material			
Concrete			
Reinforcement steel (rebar)			
Gas and Diesel Tanks			
Tank Gauge Sensors			
Fuel Dispensers			
Submersible pumps			
LED Luminaire and Pole			
Fuel Piping and all associated fittings			
Electrical Cabling			
Communication Cabling			

Service Description	Contractor Name and Address	Ontario Service? (Y or N)	Total dollar value of the Service (\$)
Excavation			
Trucking			
Grading and Site Preparatory Work			
Concrete Work			
Electrical Work			
Petroleum Contractor Works			
Soil and Water Testing Services			

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-2026-28

Described as Removal and Replacement of Fuel System
at Patterson Yard

- 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.

_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
Contractor (Corporate Seal if required by TC-1)		Director of Operational Services The Township of Muskoka Lakes	
_____ <i>Signature</i>	_____ <i>Date</i>		
Contractor (Second Signature if required by TC-1)			
_____ <i>Signature</i>	_____ <i>Date</i>		
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 2024 (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 2023	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	APR 2025	General Specification for the management of Excess Materials

OPSS.MUNI 182	NOV 2021	Environmental Protection for Construction in Waterbodies and on Waterbody Banks
OPSS.MUNI 501	NOV 2017	Compacting
OPSS.MUNI 510	Nov 2018	Removal
OPSS.MUNI.1001	Nov 2021	MATERIAL SPECIFICATION FOR AGGREGATES - GENERAL
OPSS.MUNI.1010	April 2025	MATERIAL SPECIFICATION FOR AGGREGATES - BASE, SUBBASE, SELECT SUBGRADE, GRANULAR SURFACE, SHOULDERING, BEDDING AND BACKFILL MATERIAL
OPSS.MUNI.1002	Nov 2013	Aggregates – Concrete
OPSS.MUNI 350	Nov 2021	Concrete Pavement and Concrete Base

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 Friday 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-9

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 and installation of a new fuel system and the removal of an existing fuel system located at the Township of Muskoka Lakes Patterson Yard located at 1078 Raymond Road in Utterson, ON.
- 1.2 All work relating to this project shall be completed no later than December 1, 2026 as specified in the TC-17 of the Tender Conditions and shall be subject to Liquidated Damages as specified in TC-18 of the Tender Conditions.
- 1.3 The contractor shall provide a full warranty for all components of the new fuel system for a period of one year following completion of the project. The warranty shall include all aspects of the work and materials supplied and/or installed by the Contractor. The Township shall be the sole judge of if a warranty deficiency exists as well as the sole judge of the approved repair methods. All warranty repairs shall be completed at no cost to the Township.
- 1.4 The Contractor shall abide by all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws at all times relative to the performance of the work.

2.0 SUPPLY AND INSTALL NEW FUEL SYSTEM

- 2.1 The new fuel system shall consist of all new equipment and materials and include:
 - One (1) ULC S601 steel, above ground, double walled vacuum monitored tank, minimum of 4,500L for gasoline
 - One (1) ULC S601 steel, above ground, double walled vacuum monitored tank, minimum of 8,800L for diesel
 - Each tank is to be equipped with a complete Franklin Fueling Systems Evo 200 Automatic Tank Gauge system. The EVO-200 shall include six total inputs with 2 inputs for the tank level probes, 2 inputs for the under the pump liquid sensors and 2 inputs for the tank vacuum monitor. Both tanks shall include vacuum monitor sensors connected and communicating with the EVO-200 as well as a manual gauge for visual inspection.
 - Two (2) “Dresser Wayne Select Series” dual dispensers with dispenser mounted (internal or external retrofit) hose retractors. Each dispenser shall be a dual product dispensers with dual digital displays and dual nozzles and hoses and be

capable of pumping either gasoline or diesel one at a time or simultaneously. Each dispenser shall be mounted on an above grade leak monitored stainless steel dispenser pan with sensors and alarm system. Hose length and diameters shall be as per the new system at the Ranwood Yard located at 1050 Ranwood Road.

- One (1) $\frac{3}{4}$ HP Submersible pump for diesel with smart controller
- One (1) $\frac{3}{4}$ HP Submersible pump for gasoline with smart controller
- One (1) dark sky compliant dual head LED luminaire and aluminum pole of similar look, style and wattage and height as the pole located at the Ranwood Yard fuel system at 1050 Ranwood Road.
- Two (2) Anti-syphon valves, Two (2) overfill alarms, Two (2) shear valves and all associated piping, valves, equipment, wiring, appurtenances, accessories or any other materials or work required to have a fully operating system.

- 2.2 The existing ASI cardlock unit that is on site shall be salvaged and relocated and installed on the new system. The ASI cardlock unit shall have a new independent UPS power supply installed as part of the work. The existing cardlock system shall be fully integrated with all components of the new system including the dispensers and the tank level sensors. ASI shall be contacted to determine full construction requirements and the Contractor shall be responsible for coordinating with ASI for installation and commissioning of the new system.
- 2.3 All supplied equipment and the communication between the cardlock and the new equipment must be compliant and integrated with the Township's fuel management software ASI's Winfuel.
- 2.4 The display interface for the tank level monitoring system shall be located inside the garage building and in the location provided in the mandatory site meeting.
- 2.5 Tanks shall include access for dipping tanks with locking, tamper proof covers. Tanks shall include quick connect fill ports and piping with auto-shut off. Tanks shall include stairs and platform access to the tank fill and dip position with fall protection (railings) around the access point and in compliance with all applicable codes.
- 2.6 All tanks, dispensers and piping for the tanks, the dispensers and conveyance between the two shall be above ground and located on a heavy-duty concrete pad. The concrete pad shall be designed by the contractor to support the weight of the equipment when full and in no case less than 6" thick and contain reinforcement rebar as required by the design. All equipment shall be protected by a curb with a height of no less than 150mm. Additionally, bollards must be mounted on the high side of the curb at regular intervals of 6m or less and at each corner of the curb for the full perimeter of the area.
- 2.7 A concrete driving surface shall be provided for vehicles using the fueling system. The concrete pad shall be a heavy-duty concrete pad that is designed by the Contractor for tandem axle snow plows fully loaded with sand and plow equipment, fire trucks, tanker

trucks, loaded fuel trucks. Minimum widths and lengths shall be as specified at the site meet and in no case shall the driving surface be less than 12ft wide. In no case shall the pad be less than eight inches (8") thick. The pad must contain reinforcement rebar as required by the design.

- 2.8 The concrete pad and driving surface shall be designed by a Professional Engineer (P.Eng.) licensed in the Province of Ontario and with sufficient experience to do the work. Prior to construction the Contractor shall submit a drawing including reinforcement details, thickness, expansion joint and dummy joint locations, full dimensions, etc. with a P.Eng. stamp with a stamped drawing details. Concrete mix design shall be submitted prior to placement. The Contractor is responsible for all QC testing and all results are to be provided to the Township. The Township reserves the right to complete its own QA tests on the work to confirm adherence to the design. All concrete is subject to the warranty requirement of the contract.
- 2.9 General arrangement and layout shall be as per the details provided at the mandatory site meeting referenced elsewhere in the Contract documents.
- 2.10 Grading is to be inspected by the Owner before concrete placement and is to be completed to the satisfaction of the Contract Administrator or their representative.
- 2.11 All electrical and communication cabling is to be the responsibility of the Contractor and is to be new from the panels in the buildings to the fuel system. All electrical and communication cables are to be located underground and to run from the buildings as specified at the mandatory site meeting.
- 2.12 The Contractor is responsible for all grading work, excavation, base preparation and backfill materials as required to complete the work and all mobilization/demobilization costs for all equipment required shall be included in the price.
- 2.13 Locates (including private locates of buried services on the Township Yard) shall be the responsibility of the contractor.
- 2.14 All permits and associated fees shall be the responsibility of the contractor including but not limited to Electrical ESA permit and inspection, T.S.S.A. Fuel Storage License, Building Permits, etc.
- 2.15 All work shall be completed by a T.S.S.A. registered Petroleum Contractor and shall be completed in accordance with the Technical Standards and Safety Act and other applicable regulations, codes and standards in the Province of Ontario.
- 2.16 All electrical work shall be completed by a licensed electrician in the Province of Ontario and in accordance with the current Ontario Electric Code.
- 2.17 Communication cabling shall be in accordance with the cardlock manufacturer's recommendations and installed in accordance with the cardlock manufacture's requirements. The cardlock manufacturer is ASI Fluid Management.

- 2.18 The contractor shall be responsible for full provisioning, commissioning, and testing of the system before it is placed in service. It anticipated that this will require coordination with the cardlock manufacturer and Township's IT provider.
- 2.19 The bid submissions shall include supplementary information sheets on the makes, models and specification for all the main components of the supplied system including the tanks, dispensers and tank level sensors.
- 2.20 Prior to any work being completed, the Contractor must submit a layout plan for approval by the Township Contract Administrator. The layout plan must be drawn to scale and show the location of all components of the system including tanks, dispensers, piping, card lock unit, lighting, bollards, concrete pad, concrete curb. Dimensions must be provided and offsets off of the existing features and buildings on the site.
- 2.21 Prior to commissioning the new system, the Contractor shall provide the Township 5 (five) days notice in order the have the new tanks filled by the Township fuel supply contractor. The cost of the filling of the tanks will be the responsibility of the Township.
- 2.22 Upon completion of the work the Contractor shall provide to the Owner a complete listing of all equipment installed at the site including a package of all warranty information, as-built drawings, specification sheets, maintenance requirements as well as all instruction manuals and any other information pertinent to the operation and maintenance of the equipment.
- 2.23 The Bid price for Item #1 "Supply and Install New Fuel System" is a lump sum price include full compensation for all labour, equipment and materials required to complete the work.

3.0. REMOVALS

- 3.1. The removals shall include any and all work required to remove the existing fuel system located at the site including, but not limited to and as viewed at the mandatory site meeting and shall include:
- One (1) underground diesel tank (assumed 13,600L)
 - One (1) stand-alone diesel dispenser and associated piping, hoses and appurtenances
 - One (1) luminaire and pole and associated wiring
 - Concrete island
 - Initial assessment, sampling and testing as required by T.S.S.A. and provincial regulations for underground tank storage removal and as required by the Environmental Assessment for tank removals as specified elsewhere in the contract documents.
 - All associated piping, valves, equipment, wiring, appurtenances, accessories or any other materials or work required to fully remove the existing fuel system.

- Mobilization / demobilization, excavation, backfill, compaction, pumping down of tanks, transport and disposal of all materials, transport and disposal of contaminated soil at a facilities licensed to accept the waste.
- 3.2. Prior to removing the existing tank, a temporary diesel tank and dispensing unit shall be supplied and installed for the Township's sole use at the location identified at the mandatory site meeting. The Contractor shall be responsible for commissioning the temporary system and all work shall be done in accordance with applicable standards. The tank size shall be 3,000L or larger and the dispenser shall be suitable for dispensing fuel into Township equipment and equipped with a meter of sufficient accuracy to allow interim manual tracking of fuel usage in Litres. Upon notice from the Contractor, the Township shall arrange to have its fuel supply contractor fill the tank at the Township's cost. The temporary system is to remain in service until after the new fuel system is fully commissioned and in service. The Contractor shall be responsible for removal of the temporary system and prior to removal the Contractor shall be responsible for transferring all remaining fuel back into the newly installed permanent system.
- 3.3. For the purposes of the bid, please provide a lump sum price for a removal where limited contamination is encountered. Additional removals over and above will be paid as per the relevant provisional items.
- 3.4. The work shall include removal of leftover fuel in the old tanks. All suitable fuel shall be transferred to the temporary tank on site. Any unsuitable fuel material (tank sludge) shall be disposed of.
- 3.5. All permits and associated fees shall be the responsibility of the contractor.
- 3.6. Removals shall be completed in accordance with all municipal, provincial and federal laws and regulations and in accordance with Ontario Petroleum Contractor's Association's Checklist for Underground Storage Tank Removal (Appendix A of SP-F-1).
- 3.7. The work must be completed by a Licensed Petroleum Contractor holding a PM2 license who is licensed and registered to do tank removal work in the Province of Ontario.
- 3.8. The Bid price for Item #2 "Remove Existing Fuel System" is a lump sum price include full compensation for all labour, equipment and materials required to complete the work as per the tender.

4.0 PROVISIONAL ITEMS

- 4.1 If contamination is discovered upon tank removal, remediation must be completed in accordance with O. Reg. 341 and O. Reg. 153. This work shall be completed using the Provisional Items and at the unit rates in the bid.
- 4.2 All provisional items shall include full compensation for all labour, equipment and

materials required to complete the work as per the tender documents and shall include the following items:

- Item #4 Excavation and Disposal of Contaminated Soil (Low Level) - to be disposed of locally at landfill, priced per tonne
- Item #5 Excavation and Disposal of Contaminated Soil (High Level) - to be disposed of non-locally at hazardous waste facility as determined by the Contractor, priced per tonne
- Item #6 Removal and Disposal of Contaminated Liquids - to be disposed of non-locally at hazardous waste facility as determined by the Contractor, priced by Litre
- Item #7 Additional soil tests (standard) – soil sampling and testing for tank removal work with standard lab turnaround time, priced per test
- Item #8 Additional soil tests (rush) – soil sampling and testing for tank removal work with rush or priority lab turnaround time, priced per test
- Item #9 Additional Water Testing (standard) – Additional water testing for ground water and/or surface water leachate found within the excavation with standard lab turnaround time, priced per test.
- Item #10 Additional TCLP Testing (standard) – Additional TCLP testing with standard lab turnaround time, priced per test.
- Item #11 Additional Backfill Material – Additional backfill material over and above that which would have normally been expected with limited contamination at the site, priced per tonne. Material to be Select Subgrade Material in accordance with OPSS.MUNI 1010 and suitable material as backfill for the new fuel system and future driveway and/or parking surface.
- Item #12 Granular B, Type II – Granular B, Type II material in accordance with OPSS MUNI 1010, priced per tonne. Material to be 100% crushed granite material.
- Item #13 Granular A - Granular A material in accordance with OPSS MUNI 1010, priced per tonne. Material to be 100% crushed granite material.
- Item #14 Mobilization / Demobilization of Excavation Equipment – mob/demob for equipment required for additional excavation of contaminated material, priced per mob and demob from the site

4.3 The Contractor must notify and receive approval from the Contract Administrator before using any of the provisional items in the Contract.

5.0 ENVIRONMENTAL ASSESSMENT

5.1 Upon completion of the fuel system removal work, including provisional work if required, the contractor shall complete and file an environmental assessment for the fuel system removal. The Township shall be provided a draft for review prior to final copy being issued. The final copy of the document shall be provided to the Township as an unlocked electronic document in PDF format. In addition, specific details of requirements for future remediation, monitoring, etc. shall be provided to the Township upon completion of the report to the satisfaction of the Township.

- 5.2 The environmental assessment report must be completed in accordance with relevant all applicable legislation within the Province of Ontario and the requirements specified in the TSSA Fuels Safety Division Liquid Fuels Handling Code and “Environmental Protocols for Operating Fuel Handling Facilities in Ontario”.
- 5.3 The Environmental Assessment must be signed by a Qualified Person (e.g. Professional Engineer or Geoscientist).
- 5.4 The Bid price for Item #3 “Environmental Assessment” is a lump sum price to include full compensation for all labour, equipment and materials required to complete the work.

6.0 MANDATORY SITE MEETING

- 6.1 There is a mandatory site meeting for this tender on Wednesday, July 8, 2026 at 9:00am. The site meeting shall commence at the Township’s Ranwood Yard located at 1050 Ranwood Road in Port Carling to view an existing recent install. The site meeting will end at the Township’s Patterson Yard located at 1078 Raymond Road in Utterson to view the location of the existing system to be removed as well as the location for the installation of the new system.
- 6.2 All Bidder’s must pre-register for the mandatory site meeting by emailing Tim Sopkowe, Township Manager of Public Works at tsopkowe@muskokalakes.ca no later than 8am on Tuesday, July 7, 2026.
- 6.3 Bidder’s who have not attended the mandatory site meeting will have their bids rejected.
- 6.4 The purpose of the site meeting is for bidders to satisfy themselves regarding the work required, including reviewing the existing fuel system to be removed as well as viewing the location in which the new system is to be installed.

7.0 QUANTITIES ARE ESTIMATED

- 7.1 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.
- 7.2 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.

8.0 PAYMENT

- 8.1 Payment at the contract price for the tender item shall include full compensation for all labour, equipment and materials required to complete the work as per the tender documents.
- 8.2 The Township shall pay for the Work upon completion and receipt of an itemized invoice

sent in by the Contractor to the Accounts Payable Department at ap@muskokalakes.ca. All invoices related to this tender shall reference the tender number and the purchase order number provided.

- 8.3 In accordance with the Construction Act, a 10% statutory holdback shall be applied to all invoices. Holdback release to be in accordance with the Construction Act and the General Conditions of Contract OPSS.MUNI.100.