

# **Township of Muskoka Lakes**

# **Request for Tender**

# **T-2024-08**

# **Sunset Park Dock**

**Removal/Rehabilitation** 

# **CONTENTS**

- Section A Tender
- Section B Form of Agreement
- Section C OPS General Conditions of Contract
- Section D OPS Standard Specifications and Standard Drawings
- Section E Special Provision General
- Section F Special Provision Item Specific

# **SECTION A**

# TENDER

# **INDEX TO TENDER**

PART I	TENDER CALL	5
PART II	TENDER CONDITIONS	6
TC-1	Completion and Submissions of Tenders	6
TC-2	Basis of Award	6
TC-3	Addenda	6
TC-4	Irregular Tenders	7
TC-5	Unbalanced Tenders	7
TC-6	Collusion	
TC-7	Right to Accept or Reject Tenders	7
TC-8	Contract Documents	8
TC-9	Errors, Omissions and Discrepancies in the Contract Documents	
TC-10	Irrevocability of Offer	8
TC-11	Successful Tenderer - Securities	8
TC-12	Successful Tenderer - WSIB Certificate of Clearance	8
TC-13	Successful Tenderer - Execution of Form of Agreement	8
TC-14	Successful Tenderer - Insurance	9
TC-15	Successful Tenderer - Contractor's Responsibilities Sign-Off Form	9
TC-16	Successful Tenderer - Time for Completion	9
TC-17	Successful Tenderer - Submission of Documentation	10
TC-18	Successful Tenderer - Commencement of the Work	10
TC-19	Successful Tenderer - Vendor Performance Management Notice	10
PART III -	FORM OF TENDER	11
FT-1	Contract Documents	11
FT-2	Tenderer's Declarations	11
FT-3	Tenderer's Offer	12
FT-4	Schedule of Prices	12

## **TENDER**

### PART I TENDER CALL

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

Contract Number:	<u>T-2024-08</u>
Described as	Sunset Park Dock - Lake Muskoka
	Removal/Rehabilitation
and delivered to:	Township of Muskoka Lakes
	P.O. Box 129 1 Bailey Street
	Port Carling, Ontario P0B 1J0
until:	2:00 pm Wednesday, February 28 <sup>th</sup> , 2024

Tenders received by the time and date specified above shall be opened and read in public one half hour following the specified submission deadline stated above. Public reading of a Tender does not imply any decision by the Owner as to whether a Tender is or is not irregular.

## PART II TENDER CONDITIONS

## TC-1 Completion and Submissions of Tenders

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the Owner:a) Part III Form of Tender;
- 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 Request for Tender (RFT) are tobe sent via email to Corey Moore, Manager of Parks, Recreation and Facilities, at <u>cmoore@muskokalakes.ca.</u> 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 Basis of Award

2.1 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-3 Addenda

- 3.1 Addenda will be posted on the Township website (<u>www.muskokalakes.ca</u>) for viewing and shall be located in the same area of the webpage that the tender documents are downloaded from.
- 3.2 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.
- 3.3 The Tenderer shall ensure that all addenda that are issued are acknowledged and listed under Section FT-1 of the Tender.
- 3.4 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-4 Irregular Tenders

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

## TC-5 Unbalanced Tenders

- 5.1 The Tenderer shall not submit an unbalanced Tender.
- 5.2 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-6 Collusion

- 6.1 The Tenderer shall not engage in collusion of any sort and, inparticular, 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-7 Right to Accept or Reject Tenders

- 7.1 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.
- 7.2 Without limiting the generality of Section TC-7.1, the Owner shall have the right to:d) accept an irregular Tender;

- e) accept a Tender which is not the lowest Tender; and
- f) reject a Tender even if it is the only Tender received by theOwner.
- 7.3 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-8 Contract Documents

8.1 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-9 Errors, Omissions and Discrepancies in the Contract Documents

- 9.1 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.
- 92 No oral explanation or interpretation by any person shall modify anyof the Contract Documents.

### TC-10 Irrevocability of Offer

- 10.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) days after the opening of Tenders by the Owner.
- 102 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-11 Successful Tenderer - Securities

- 11.1 No Securities will be required for the purposes of this Tender/Contract.
- 11.2 The Owner will retain 10% of all monies payable under the Contract in lieu of a performance security until such time as the Owner has accepted the infrastructure to be constructed under the Contract.

## TC-12 Successful Tenderer - WSIB Certificate of Clearance

12.1 The successful Tenderer shall provide the Owner with a valid Workplace Safety & Insurance Board Certificate of Clearance to the satisfaction of the Owner.

### TC-13 Successful Tenderer - Execution of Form of Agreement

13.1 The successful Tenderer shall execute in accordance with TC-1, in triplicate, the Form of Agreement provided in the Contract Documents.

132 The successful Tenderer shall forward the executed Form of Agreement to the Owner.

### TC-14 Successful Tenderer - Insurance

- 14.1 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.
- 14.2 The successful Tenderer shall carry insurance, pursuant to Section GC6.03.02 of the OPS General Conditions in the amount of at least TWO MILLION DOLLARS (\$2,000,000.00).
- 14.3 The successful Tenderer shall carry insurance, pursuant to Sections GC6.03 of the OPS General Conditions which names the following as an additional insured:

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

### TC-15 Successful Tenderer - Contractor's Responsibilities Sign-Off Form

15.1 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 the period upon request to the Township contact identified in TC-1. The policy shall be provided to the successful Tenderer upon notification of award.

### TC-16 Successful Tenderer - Time for Completion

- 16.1 The successful Tenderer shall complete the Work as defined in GC1.06 by December 1st, 2024.
- 16.2 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-17.1. 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. The purchase order shall be authorization to commence work.
- 16.3 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-17 Successful Tenderer - Submission of Documentation

- 17.1 The successful Tenderer shall submit the documentation required by Sections TC-12, TC-13, TC-14 and TC-15 within seven (7) calendar days of the day the Owner notifies the successful Tenderer that the documentation should be sent to the Owner.
- 17.2 If the successful Tenderer fails to comply with Section TC-17.1 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-18 Successful Tenderer - Commencement of the Work

18.1 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-19 Successful Tenderer - Vendor Performance Management Notice

19.1 The contract resulting from this Tender will 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.

## **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

|--|

- 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 \_\_\_\_\_\_, 2019, No. of Pages Addendum No. dated \_\_\_\_\_\_, 2019, 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 Tenderand is composed of page A-10.

## FT-4.2 SCHEDULE OF PRICES – SUMMARY

	CONTRACT NUMBER T-2024-08					
Item	Spec. Code	Item Description	Unit	Quantity	Unit Price	Total
1	1SP-F-1Sunset Park Dock Remove/Rehabilitation		m <sup>2</sup>			
Total Tender Price (Transfer Amount to FT-3.3 of the Tender)						
Tenderer's HST Registration Number:						

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

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)

# SECTION B FORM OF AGREEMENT

# 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 <u>T-2024-08</u>

Described as Sunset Park Dock – Remove/Rehabilitation

<u>FA-3</u>	The Owner shall pay the Contractor in accordance with the unit prices in the Schedule of Prices in the Tender pursuant to the ContractDocuments.
<u>FA-4</u>	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.
	<b>ESS WHEREOF</b> the Contractor and the Owner have executed, in the manner y law, this Form of Agreement.

Documents listed in the Tender.

The Contractor shall perform the work in accordance with the Contract

Signature

FA-2

Contractor (Corporate Seal if required by TC-1) Mayor The Township of Muskoka Lakes

Date

Date

Signature

Date

Date

Contractor (Second Signature if required by TC-1) Signature

Signature

Clerk The Township of Muskoka Lakes

Signature

Date

Witness (Only if required by TC-1)

# **SECTION C**

# OPS GENERAL CONDITIONS OF CONTRACT

# **ONTARIO PROVINCIAL STANDARDS**

# **GENERAL CONDITIONS OF CONTRACT**

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

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

OPS General Conditions November 2006 (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 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.PROV.127	CURRENT	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
OPSS.MUNI 182	NOV 2012	Environmental Protection for Construction in Waterbodies and on Waterbody Banks

# **SECTION E**

# SPECIAL PROVISIONS -GENERAL

# **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

# **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 EXTRA WORK, ADDITIONAL WORK AND/OR CHANGES IN THE WORK

- **4.1** No Extra Work, Additional Work and/or Changes in the Work shall be completed without the prior written approval of the Contract Administrator.
- **4.2** 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.
- **4.3** 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 nonpayment for this portion of the work.

### 5.0 CONTRACTOR PERFORMANCE

**5.1** 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.

### 6.0 PAYMENT

- 6.1 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent by the Contractor to the Accounts Payable Department at <u>ap@muskokalakes.ca</u>. All invoices related to this tender shall reference the tender number and the purchase order number provided.
- **6.2** 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.
- **6.3** 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.

# **SECTION F**

# SPECIAL PROVISIONS – ITEM SPECIFIC

# **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-3

# **SPECIAL PROVISIONS – ITEM SPECIFIC**

# No. SP-F-1

### **1.0 SCOPE OF WORK**

- **1.1** The work shall include the removal of the existing dock in its entirety to a point at **last** 0.3 m below the bottom of the lake and construction of new docks generally conforming to the indicative design drawings attached to this Tender Document.
- **1.2** The items referenced in FT-4.2 schedule of prices summary are item #1 Sunset Park Dock is located at 1031 Queens Walk Rd., Torrance, Lake Muskoka, within the Township of Muskoka Lakes.
- **1.3** It is the responsibility of the Contractor to view the dock locations prior to bidding and satisfy themselves with the conditions. If requested, bidders may request the Facilities Maintenance Foreman or designate to accompany the bidders to the inspection of each dock site. No statements made before, during or after the site visits in any way relieve the bidders of the requirements to make themselves sufficiently aware of the conditions in order to make a fully informed bid submission.
- **1.4** The dock shall be generally conformed to the sketches contained herein. The design provided is indicative only and intended to give the Contractor an outline of the overall design concept. It is the responsibility of the Contractor to retain the services of a licensed Professional Engineer to prepare designs in general conformance with the indicative design and to supply the Owner with design drawings sealed by a Professional Engineer licensed to practice in the Province of Ontario.
- **1.5** No fabrication shall take place until the drawings are approved.
- **1.6** The type of decking and fascia board to be used shall be Sienna Brown pressure treated lumber (or approved equivalent) and be a minimum  $1\frac{1}{2}$ " x 6" inches for decking and  $1\frac{1}{2}$ " x 10" for fascia board.
- **1.7** Dock cleats shall be the responsibility of the Owner.
- **1.8** An average of 20-foot length of piling shall be used for bidding purposes.
- **1.9** The Contractor shall be responsible for securing all required permits and engineering. Copies of the permits issued shall be supplied to the Owner prior to the start of the

works.

**1.10** During the construction, 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 NOTIFICATION OF DELIVERY

**2.1** The Contractor shall notify the Contract Administrator a minimum of one week prior to commencing work on each dock.

## 3.0 PAYMENT

**3.1** 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.



