

REQUEST FOR TENDER RFT-PS-2022-20

SUPPLY & INSTALLATION OF OVERFLOW CULVERTS ON HWY 584

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Section 1 Tender Information

1.1 Submission of Tenders

The Corporation of the Municipality of Greenstone shall hereinafter be referred to as "the Municipality" or "the Owner".

Tender Submissions for RFT-PS-2022-20 Supply & Installation of Overflow Culverts on Hwy 584 will be received in duplicate in a sealed envelope, clearly marked as to its contents using the cover page provided by the Municipality of Greenstone at the end of this document.

Tenders will be received at the Administration Office of:

The Municipality of Greenstone ATTN: Clerk 1800 Main Street, PO Box 70 Geraldton, Ontario POT 1M0

Not later than 4:00 p.m. local time, Friday, September 30, 2022

- a) Tenders received later than the time specified will not be accepted regardless of the postal cancel date.
- b) Tenders will be opened in public at 4:15 PM the same day.
- c) All "Form of Tender" are to be received on the printed form provided.
- d) The lowest or any Tender not necessarily accepted.

1.2 Schedule of Events

The schedule provided is for guidance only and the Municipality reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date	
Tender Release Date	Friday, September 16, 2022	
Question Submission Deadline	Thursday, September 22, 2022, no	

	later than 1:00 pm
Posting of Addenda Deadline	Friday, September 23, 2022, 3:00 pm
Closing Date and Time	Friday, September 30, 2022 No Later than 4:00 pm
Estimated Award of Contract	Monday, October 3, 2022

1.3 Extent and Location of Work

The work site is located on Highway 584, approximately 0.8 km north of MacOdrum Drive, Geraldton, Ontario. The Greenstone Regional Airport and Hutchison Lake are in the immediate vicinity.

The Corporation of the Municipality of Greenstone is part of the Broader Public Service of the Province of Ontario and as such may be eligible for concessions (discounts) on materials included in the Ministry of Government Services Vendor of Record arrangement.

1.4 Right to Accept or Reject Tenders

The Tender shall be based upon the whole of the Specifications and Contract Documents, without reservation.

The lowest or any Tender not necessarily accepted

The Tender must be submitted on the forms provided, which shall be completely filled out and shall be duly executed by signing officer(s) of the corporation. Tenders may be deemed invalid if the forms are not properly or fully completed. All blanks must be legibly and properly filled in on the printed forms supplied for that purpose. **If a bid for an item is no cost, enter 0.**

Tenders which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected. Should any uncertainty arise as to the proper manner of doing so, the Contract Administrator will, upon request, give the requisite information.

If the Unit Prices and total amount of the extensions named by the Bidder in the proposal do not agree, the Unit Prices will be accepted as correct. The corrected extensions will be considered as representing the Bidders intentions. The Municipality of Greenstone will award this contract to one (1) bidder.

1.5 **Conditions**

The award of this contract is subject to Council Approval and budgetary allocations.

The Municipality of Greenstone reserves the right, in its sole discretion, to cancel any or all bid calls.

The Municipality of Greenstone reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted.

1.6 Award of Contract(s)

The Municipality of Greenstone intent is to award the entire contract to one bidder.

1.7 Litigation

No bid or offer will be accepted from any bidder, inclusive of the bidder's subcontractors, who has a claim or has instituted a legal proceeding against the Municipality, or against whom the Municipality has a claim or instituted a legal proceeding, without prior approval of Council. For purposes of this provision, where such bidder is a corporation, bidder shall include any non-arm's length corporation of the bidder.

Bids from any bidder in any of the above circumstances shall be rejected as informal, irregular and non-compliant.

1.8 Unacceptable or Unbalanced Tenders

Each item in the Tender shall be a reasonable price for such item. Under no circumstance will an unbalanced Tender be considered. The Municipality will be the sole judge of such matters, and should any Tender be considered to be unbalanced, then the Municipality will reject it.

1.9 **Execute Contract**

Tenders shall be open for acceptance for a period of **ninety (90)** days after the closing date. After this time the Tender can only be accepted with the consent of the successful bidder.

When Tenders have been checked, the user department will review the Bids in order to recommend Award.

The Form of Agreement is a written record of the business arrangement between the Municipality and the Bidder.

Immediately after acceptance of the Tender by the Owner(s), the successful Bidder shall provide the Owner(s) with any required documents within 10 business days of the date of notification of award.

1.10 Indemnification

The successful Vendor shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property cause by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal. Neither the Owner nor the Successful Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of anyone other than their own officers, agents, servants, employees, customers, invitees or licensees.

This indemnity shall survive the expiration or early termination of this Agreement and continue in full force and effect.

1.11 Ability and Experience of Bidder and Subcontractors

The Municipality reserves the right to reject the Tender of any bidder who does not furnish satisfactory evidence of sufficient capital, resources and experience to successfully execute and complete the work in the specified time.

The contractor agrees to submit a list of any subcontractors who will be carrying out any part of this contract. The list shall show the names of the proposed subcontractors and for what work each subcontractor will be responsible. The Municipality has the right to reject any of the subcontractors so named. In this event, the contractor shall arrange to have the work done by such other subcontractor as may be approved by the Municipality.

1.12 Interpretation of Tender Documents

Bidders shall carefully examine all documentation that encompasses this request including but not limited to specifications, addenda and drawings in order to satisfy themselves as to all conditions affecting the scope of work. No claim for additional costs will be entertained on the grounds of misrepresentation, nor on the grounds that any promise or guarantee was given or provided by the Municipality.

If a Bidder finds discrepancies, omissions, irregularities or is in doubt as to the meaning, the Bidder shall contact the Director of Public Services at email brian.aaltonen@greenstone.ca. The Municipality cannot be held liable for any oral explanation or interpretation provided.

Any and all addenda issued prior to the closing date will be posted on the Municipality's website for downloading by bidders. It is the bidder's sole responsibility to download and include all addenda issued with the tender submission.

Bidders attempting to contact Municipality staff or elected officials other than the contact(s) indicated within this request, for whatever reason during the bid process, are advised that such action may result in their disqualification from the process.

1.13 Bidders to Investigate

The Bidder shall be deemed to have satisfied themselves before Tendering as to the correctness and sufficiency of their bid for the completion of the work.

In addition, the Bidder shall obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the "Schedule of Items and Prices". The Bidder shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under terms of contract.

1.14 Commencement of Work

The Tenderer shall be able to commence work immediately upon receipt of the Letter Award and accompanying Construction Contract.

1.15 Requirements at time of Execution/Prior to Commencement of Work

N/A

1.16 Accessibility for Ontarians with Disabilities Act (AODA)

The Municipality of Greenstone supports the goals of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and establishes policies and practices which are consistent with the accessibility standards and the four core principles of dignity, independence, integration and equal opportunity. Under section 7 of O. Reg. 191/11, Integrated Accessibility Standards established by the AODA, the Municipality of Greenstone must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with staff or members of the public or other third parties on behalf of the Municipality receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Integrated Accessibility Standards regulation and receive any applicable training as required on the AODA and its regulations

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Customer Service Standard Module", which can be found on the following website: http://accessforward.ca/

Requirements of the Integrated Accessibility Standards (Ontario Regulation 191/11): https://www.ontario.ca/laws/regulation/110191

Accessible formats or communication supports are available upon request. Email the Clerk at kristina.miousse@greenstone.ca or call 807-854-1100 ext. 2059.

1.17 Municipality Freedom of Information and Protection of Privacy Act

Please note that the Municipal Freedom of Information and Protection of Privacy Act, as it relates to municipalities and local boards, came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards.

If the Bidder wishes to protect from disclosure any or all of the documents that are submitted to the Municipality as part of their bid, a letter shall be submitted as an attachment to the Form of Tender to the attention of the Clerk, stating any or all of the documents that the Bidder wishes to protect, referencing the abovementioned legislation, and signed by a responsible officer. This letter will not guarantee that there will never be disclosure, but it does provide the groundwork for handling an application for disclosure by a third party under this legislation.

1.18 Municipality Purchasing Policy

The Municipality's purchasing policies form an integral part of this tender document. The Policy and Procedures as they are adopted apply to this tender process. A copy of the Municipality's current Purchasing Policy can be found on the Municipal Website www.greenstone.ca. The issuance of this bid call is made under the guidance of By-law 17-23 Procedures for the Procurement of Goods and Services.

Section 2 Standard Specifications

2.1 Order of Precedence

In case of any inconsistency of conflict between the provisions of this Agreement and the Tender or any other document or writing the provisions of such documents shall take precedence and govern in the following order.

- a) Form of Agreement
- b) Addenda
- c) Form of Tender
- d) Information to Bidders

2.2 **Scope of Work**

The scope of work includes the removal, supply and installation of overflow culverts including grading, drainage, granular base and hot mix paving.

The site is located on Highway 584 in the Municipality of Greenstone, approximately 0.8 km north of Macodrum Drive (Greenstone Regional Airport) at the outlet of Hutchison Lake.

Estimated material quantities are provided in Schedule A.

Operational Constraints and Restrictions are provided in Schedule B.

Construction drawings can be downloaded from the municipal website as noted in Schedule C.

2.3 **No Increase in Rates**

No Claim for increase in rates in the Form of Tender, or other prices quoted in the Contract will be entertained, nor shall the Bidder be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by the Municipality or their agents or employees or any other persons.

2.4 **Description of Work**

The replacement of overflow culverts on Hwy 584 is required in advance of 2023 spring flows that may impact the integrity of the road.

2.5 **Demonstration**

N/A

2.6 **Vendor Requirement**

The bidder must be a Contractor that can attest to having experience in projects of similar scope and size.

2.7 Permits and Licenses

The Vendor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees associated with such to complete the work.

2.8 **Delays**

If the Vendor is delayed in the performance of the Work by an act or omission of the Vendor or anyone employed or engaged by the Vendor directly or indirectly, or by any cause within the Vendor's control, deductions will be made to the final payment certificate for all reasonable damages associated with such delayed performance in the amount of, but not limited to, any losses or damages due to delays.

2.9 **Insurance**

The Bidder shall indemnify and save harmless The Corporation of the Municipality of Greenstone and against all claims, demands, loss, damages, etc. The Bidder shall keep in force, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least Five Million (\$5,000,000.00) resulting from, or arising out of any act or omission on the part of the Bidder or any of his servants or agents during the execution of the Contract. The Bidder shall forward with the executed contract documents a certified copy of the policy or certificate naming The Corporation of the Municipality of Greenstone.

2.10 Health and Safety and WSIB

The successful bidder is required to conform to the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Proponent will be required to supply to the Municipality a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

2.11 **Payments**

A CCDC2 contract will be executed by the Municipality upon award of contract.

Payment will be made upon final inspection by and to the satisfaction of the Municipality of Greenstone.

2.12 Additional Product Information

Bidders are encouraged to forward any equipment or warranty information additional to that information required in this Tender Form, which they wish to present with the Tender. This information will be used for confirming the specifications of the Unit and will not be used as an evaluation tool.

Section 3 Form of Tender

Documents.

	Municipality of Greenstone, Administration Office 1800 Main Street, PO Box 70 Geraldton, Ontario POT 1M0	
an	e undersigned also undertakes to do all the Work required for the discontained to the discontain	

- 1. The Schedule of Items and Prices shall form part of this Tender. If there is any conflict between the Tender Sum entered above and the correct summation of the lump sum prices, provisional sums and correct extensions of the unit prices and quantities entered in the aforesaid Schedule, the said summation shall take precedence.
- 2. This Tender is irrevocable for ninety (90) calendar days after the closing time, whether or not any other Tender has previously been accepted or not and whether notice of acceptance of another Tender has been given or not.

3. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

SIGNATURE OF INDIVIDUALS, PARTNERS OR OFFICERS OF THE CORPORATION

 Duly Authorized Signing Officer
 Duly Authorized Signing Officer

3.2 **Schedule of Items and Prices**

Bidders shall provide an all-inclusive price for the **Supply and Installation of Overflow Culverts on Hwy 584**

SCHEDULE OF BID ITEMS AND PRICES

ITEM	D	TOTAL PRICE	
1	Supply and In on Hwy 584	stallation of Overflow Culverts	\$
		Applicable H.S.T	\$
		Total	\$

Section 4 Tender Documents

4.1 Tender Check List

Tender Due Date: Contract Number: Contract For:	Friday, September 30, 2022 RFT-PS-2022-20 Supply and Installation of Overflow Culverts on Hwy 584
required Tender docum	ed for the convenience of the Bidder to ensure that all ents have been completed and enclosed in the Tender items required and return with your Tender.
	Correct Forms (as provided)
	Properly Signed
	All Items Bid
	All Addendum Returned with Tender (if applicable)
	Completed Form of Tender Returned
supporting documentation	ider procedures, instructions to bidders and other ion and understand such procedures, instructions d agree to the terms and conditions set forth in
Signed by Bidder	

4.2 Tender Submission Label

From:			
Contact:			
Telephone:			

Deliver to:

The Corporation of the Municipality of Greenstone
Administration Office
Attn: Municipal Clerk
1800 Main Street, PO Box 70
Geraldton, Ontario POT 1M0

TENDER NUMBER: RFT-PS-2022-20

CLOSING DATE AND TIME: FRIDAY, SEPTEMBER 30, 2022

No later than 4:00 p.m.

DESCRIPTION: Supply and Delivery of Overflow Culverts

on Hwy 584

Section 5 Schedule A

Removal, Supply and Installation of Overflow Culverts on Hwy 584

Estimated Quantity Take-Off

Estimated Quantity Take-Off					
Item No.	Description	Unit	Quantity		
1	Earth Excavation, Grading (Excludes Culvert Excavation)	m3	156		
2	Superpave 12.5-60 mm Lift Thickness	m2	183		
3	Granular 'A' (Excludes Culvert Granulars)	t	218		
4	Granular 'B' Type II (Excludes Culvert Granulars)	t	303		
5	Granular 'B' Type III (Excludes Culvert Granulars)	t	343		
6	1400 mm Pipe Culvert (Includes Culvert Granulars)	m	42		
7	Removal of Asphalt Pavement	m2	182		
8	Remove Pipes and Culverts (Includes Culvert Excavation)	m	38		
9	Rip-Rap	m2	92		
10	Adjust Cable Guide Rail	m	91		
11	Cable Guide Rail Post Replacement	ea	26		
12	Anchor Block Removal and Reinstatement	ea	1		
13	Seed	m2	220		
14	Mulch	m2	220		
15	Light Duty Silt Fence Barrier	m2	54		
16	Sandbag Barriers	m	32		
17	Temporary Traffic Control Signs	LS	100%		

Notes:

- 1. Quantities shown are approximate. The Contractor is responsible to verify all quantities and cost to complete the work in accordance with the contract documents.
- 2. Granular 'A' and Granular 'B' Material quantities include a 10 % contingency in addition to the neat volume estimate. All other items are net volumes and no contingencies have been applied.
- 3. Granular 'A' conversion factor used 2.4 t/m3. Granular 'B' conversion factor used 2.2 t/m3.

Section 6 Schedule B

OPERATIONAL CONSTRAINTS AND CONDITIONS

Operational Constraint - Protection of Public Traffic

Applies to vehicular, pedestrian, bicycle and other forms of public traffic. The Contractor shall prepare and submit a detailed, written Traffic Control Plan within 14 days of issuance of the Written Order to Start Work. The Plan shall be prepared in consultation with the Owner, as a minimum, shall include the following:

- Proposed timing and duration of lane closures; and
- Construction staging to minimize disruptions to traffic.

If, in the opinion of the Owner, the Contractor is not taking all reasonable steps to minimize the disruption of traffic, they shall have the authority to order the Contractor to alter his work procedures and scheduling.

The Contractor shall coordinate all traffic control operations in accordance with the most current version of the Ontario Traffic Manual (OTM), Book 7 - Temporary Conditions.

The Contractor shall, at the Contractor's own expense, remove any equipment or material which, in the opinion of the Owner, constitutes a traffic hazard.

All necessary traffic control devices such as signs, barricades, delineators, lanterns, and flashing lights shall be supplied and erected in accordance with the Ontario Traffic Manual – Temporary Conditions – Book 7. The Contractor shall be responsible for all traffic control and shall supply and properly place all signs required to maintain traffic control.

The Contractor shall schedule the work so that there will be no open excavation adjacent to a lane carrying traffic overnight and on non-working days except where a traffic barrier designed to restrain errant vehicles is located between the traffic and the excavation.

The Contractor shall make every effort to minimize the disruption to traffic during the construction of the works including access to the local residences and businesses located within the construction limits. The Contractor must provide and

maintain at all times access to the local business including the provision for truck access to any commercial or industrial entrances located within the work.

Construction operations shall be located at sufficient intervals to allow for the smooth flow of traffic. Under no circumstance is the traffic from one operation to be backed up into another operation. A maximum 10-minute delay to queued vehicles is allowed for the entire project length. Operations which result in longer queues must be altered to allow for the passage of vehicles.

No full two (2) lane closures are permitted. Minimum one (1) lane of traffic must be operational throughout the course of the project. Through traffic shall be maintained at all times.

The two (2) lanes shall be re-instated to the full width for overnight traffic other than situations covered under the 24-hour flagging operations constraint such that there is no grade separation between the two (2) lanes. Access to sideroads, entrances and businesses shall be maintained throughout the course of the project.

When public thoroughfares are to be restricted, the Contractor will notify the Owner, road authority, the fire department, the police department, the ambulance service, giving at least seven (7) days notice of the restriction.

The Contractor will restrict normal traffic flow only with the consent of the authorities having jurisdiction, and in accordance with their requirements. Any embankment opened to traffic shall be graded and packed sufficient for vehicular traffic or capped with Granular A at the Contractor's expense. The Contractor is responsible for any removal and replacement of existing signs required to do the work.

Operational Constraint – Equipment and Noise Constraints

The equipment used shall be capable of doing the work in accordance with the applicable specifications. The equipment shall be suited to the material being compacted, excavated, removed, graded and placed; to the degree required within the constraints of available space accordingly.

Prior to Construction start-up, the Contractor shall review the jobsite with the Owner in order to layout locations that will be permissible to park construction equipment. Parking of construction equipment and storage of materials within the roadway corridor and on private land shall be at the approval of the affected property owners.

Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to no-defective muffler systems, properly secured components, and the lubrication of moving parts.

Idling of equipment shall be restricted to the minimum necessary to perform the specified work.

Operational Constraint - Road Maintenance, Compaction & Dust Control

The Contractor shall be responsible for maintaining all roads within the Contract Limits in a safe and traversable condition from the date his forces commence work until Final Completion is issued by the Owner. The condition of all roads must meet the Owner's approval at all times.

The Contractor shall take such steps as may be necessary to prevent dust nuisance resulting from the operation.

The Contractor shall ensure that its dust and mud control procedures are effective, sufficient, in force and to the satisfaction of the Owner. As the work progresses, the Contractor shall clean up the road and again at the completion of the construction works.

Operational Constraint - 24 Hour Flagging

If it is not possible to reinstate two lanes of traffic at the end of the days operations, the Contractor shall be responsible for night time flagging, at the Contractor's expense. Flagging shall be in accordance with the Ontario Traffic Manual (OTM) Book 7 and the Occupational Health and Safety Act. Night will be considered to be from one half hour before sunset to one half hour after sunrise.

Lighting equipment shall be made available by the Contractor for night-time construction operations.

Operational Constraint – Excess Material

The Contractor shall dispose of all excavated earth and granular material from temporary staging platform, culvert trench and frost taper excavation at the Geraldton public works yard located at 210 First Avenue NW, Geraldton. Prior to commencement of operations for this undertaking, the exact location and method of placement shall be approved by the Owner.

Materials surplus to the above disposal clause and grading requirements of this project shall be the property of the Contractor.

The Contractor shall manage all removed excess material that results from construction operations in accordance with the Ontario On-Site and Excess Soil Management Regulation (O. Reg 406/19) and OPSS 180.

Operational Constraint - General Environmental

The Contractor is responsible for protection of people, property, and the natural environment from environmental impacts and damage that may result from this contract.

Environmental protection during construction shall:

- a)comply with commitments and conditions of environmental approvals, permits, exemptions, agreements, reports, and clearances provided by the owner;
- b) comply with any other formal environmental approvals, permits, exemptions, agreements, reports, and clearances that must be procured by the Contractor in order to perform the work; and
- c) be integrated with environmental and other requirements specified in the contract.

Environmental protection shall include; but not be restricted to the control of materials, equipment and construction operations in order to avoid and minimize:

- a) direct physical damage;
- b) sediment, noise, vibration, dust, chemical, and other emissions; and
- c) interference with local use, access and passage.

Such control shall include but not be restricted to the selection and management of:

- a) materials, equipment and method of construction, including the management of excess materials and contaminated materials;
- a) construction site disturbance limits; construction site access and haul roads; material storage and disposal areas; equipment storage areas; construction yards; and
- b) timing, duration and staging of the work.

Operational Constraint - Erosion and Sediment Control

SCOPE

This special provision covers the requirements for erosion and sediment control for operations other than the item specific erosion and sediment control measures of the contract, including the winter shut-down period if required.

EROSION AND SEDIMENTATION CONTROL

A plan shall be prepared for the control of erosion and sediment. The plan shall complement the erosion and sediment control measures specified elsewhere in the contract. The plan shall be comprehensive, and shall provide descriptions and schedules, as well as sketches and/or plans and/or drawings and shall include all required materials. The plan shall be designed to control erosion and sediment for a 5-year Design Storm Event.

Any work to correct ineffective erosion and sediment control measures, that is caused by a storm event, not exceeding that specified in this special provision, shall be included in the bid price for the contract.

The Contractor will provide the Owner with a copy of the plan prior to undertaking any work covered by the plan. Implementation, inspection, maintenance and removal of erosion and sediment control measures, identified in the plan, shall be in accordance with OPSS.MUNI 805.

MATERIALS

Materials may include, but are not limited to, those specified in OPSS.MUNI 805, Construction Specification for Temporary Erosion and Sediment Control Measures. Alternative materials or methods are acceptable provided they meet industry standards and protect the environment from the impacts of erosion and sedimentation.

PAYMENT

The Erosion and Sediment Control Plan and work necessary to control erosion and sediment under the provisions of the plan, shall be included in the bid price for the contract.

Operational Constraint – Timing of In-Water Works

In-water work is only permitted to occur between June 21st and March 31st. No in-water work shall commence outside this timing window unless written permission is provided by the Owner.

Section 7 Schedule C

Construction Drawings may be accessed at

https://www.greenstone.ca/en/our-government/bid-opportunities.aspx