

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions**
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

| | |
|---|---|
| Title - Sujet Var.Loc.,N.B., Land Based Dredging | |
| Solicitation No. - N° de l'invitation EC015-130311/A | Date 2012-05-08 |
| Client Reference No. - N° de référence du client EC015-130311 | GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3075 |
| File No. - N° de dossier PWB-2-35006 (004) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-25 | Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB | Buyer Id - Id de l'acheteur pwb004 |
| Telephone No. - N° de téléphone (506)636-4541 () | FAX No. - N° de FAX (506)636-4376 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Land Based Dredging Various Locations New Brunswick Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur**

**Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)**

Signature

Date

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List of Annexes:

Annex A - Basis of Payment

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection, and
- (v) Part 5, 5A, Standing Offer, and
5B, Resulting Contract Clauses; and,
the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 5B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Basis of Payment and the Specification.

2. Summary

This Request for a Standing Offer (RFSO) is to establish a Standing Offer on behalf of the Department of Fisheries & Oceans (DFO) to carry out land based dredging at various public wharves in Restigouche, Gloucester and Northumberland Counties, New Brunswick. The period of the Standing Offer is two (2) years from date of issuance. All work is to be completed on an “as and when required” basis in accordance with Annex “B”, Specification.

This agreement is subject to the provisions of the Agreement on Internal Trade (AIT).

It is PWGSC's intention to enter into up to three (3) Standing Offers. The PWGSC Project Authority will establish the Scope of Services to be performed at the time of the call-up. The highest ranked Offeror shall be given first consideration. Should that Offeror be deemed unable to carry out the proposed services due to the required time frame, the next highest ranked offeror would be approached.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

Offerors must submit their financial offer in accordance with “Annex "A", Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Unit Price Table (See Annex "A"). Offerors are required to bid on all line items in the unit price table or their offer may be considered non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will receive the highest rank and will be recommended for issuance of a Standing Offer. Responsive offers with the second, third, fourth and fifth lowest prices will then be ranked in that order. Canada reserves the right to issue up to three (3) Standing Offers.

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "B".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is for 2 years from date of award.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Gisèle Doucet
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 421
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-4541

Facsimile: (506) 636-4376

E-mail address: gisele.doucet@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Telephone: () _____

Fax: () _____

E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$45,000.00 (HST extra).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$404,050.00 (HST extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response

to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

10. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

11. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

Supplemental General Conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Annex "A"

Basis of Payment

Unit Price Table

Land Based Dredging, Various Locations, Restigouche, Gloucester & Northumberland Cos., NB
2012-2014

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity | Price per Unit GST/HST extra | Estimated Total Price GST / HST extra |
|--------------|-------------------------|---|---------------------|--------------------|------------------------------|---------------------------------------|
| 1 | 35 20 23 | Mobilization and demobilization | Each | 60 | | |
| 2 | 35 20 23 | Dredging and disposal less than 2 kilometres | CMTM | 65,000 | | |
| 3 | 35 20 23 | Dredging and disposal between 2 and 10 kilometres | CMTM | 6,000 | | |
| 4 | 35 20 23 | Extra premium for hauling during weight restrictions | CMTM | 2,000 | | |
| 5 | 35 20 23 | Excavator, Crane | Hour | 250 | | |
| 6 | 35 20 23 | Dozer, Front end Loader | Hour | 80 | | |
| TOTAL | | | | | | |

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ANNEX 'B'

Specification

| | | |
|--|------------------|----------------------------|
| Land Based Dredging Various Locations | List of Contents | Section 00 01 11 Page 1 |
| New Brunswick WBSE R.001681.001 | | April 2012 |

| <u>Section</u> | <u>Title</u> | <u>Pages</u> |
|---|--|--------------|
| <u>Division 01 - General Requirements</u> | | |
| 01 11 00 | Summary of Work | 8 |
| 01 35 29 | Health and Safety Requirements | 12 |
| 01 35 44 | Environmental Protection Procedures for Marine | 9 |
| <u>Division 35 - Waterway and Marine Construction</u> | | |
| 35 20 23 | Dredging | 15 |

 2012/04/30
2012/04/30

-
- 1.1 Description .1 Work under this Standing Offer Agreement is for carrying out land based dredging when requested for up to two years which is expected to be between April/May 2012 and April/May 2014, at various public wharves in Restigouche, Gloucester & Northumberland Counties, New Brunswick.
- The sites include but may not necessarily be limited to the following wharf locations:
- .1 Miller Brook (Salmon River)
 - .2 Stonehaven
 - .3 Grande-Anse
 - .4 Anse Bleue
 - .5 Petit Shippagan
 - .6 Ste.-Marie-St.-Raphaël
 - .7 Le Goulet
 - .8 Val Comeau
 - .9 Bas Neguac
 - .10 Neguac
 - .11 Burnt Church
 - .12 Escuminac
- See Appendix "A" for a map of north-east New Brunswick locating all the above sites.
- .2 Dredge plant: for this contract dredge plant can be a floating dredge plant or in the case for land based dredging equipment, in can be a crane and excavator.
-
- 1.2 General .1 Scope of work under this contract includes but shall not be limited to the provision of all labour and equipment required to perform dredging as specified herein.
- .2 The Contractor will be required to provide labour and equipment within 48 hours of notification by the Departmental Representative of a request for dredging unless delays are caused beyond the Contractor's control. Failure to comply with this request could result in calling up services from the other bidders.
- .3 The estimated quantity of material to be dredged for any individual request will usually be approximately 500-1,500 cubic
-

1.2 General
(Cont'd)

- .3 (Cont'd)
metres truck measurement (CMTM). However, an individual request may require dredging less than or greater than this range.
- .4 The aggregate total as noted in the contract is not a guarantee that any nor the total quantity will be dredged at these locations prior to the expiration of the standing offer agreement.
- .5 The contract will terminate by giving notice to that effect or at the end of any further requirements for dredging or when the authorized contract quantities have been reached or when the Standing Offer Contract completion date has expired.
- .6 For each request, the Departmental Representative will identify the areas to be dredged on a site plan. The Departmental representative on site may also request dredging in other areas than originally shown on the plan.
- The areas to be dredged will normally require a minimum reach of 15 metres away from the face of the wharf. At Ste.-Marie-St.-Raphaël equipment must be able to dredge all the area between the structures located at the harbour channel entrance at a depth of approximately 5 metres below wharf deck elevation.
- .7 The required dredge depth will vary between sites and will range from 1.5 to 2.5 metres below chart datum (low normal tide). The usual depth will be 1.8 metres.
- .8 The disposal areas will usually be located either:
- .1 along the shore banks and/or beach where material would be pushed at sea or remained above the high water mark depending on the site.
 - .2 on land either on government or private property. These sites could include containment facilities, gravel pits, open fields and low lying areas.

1.2 General
(Cont'd)

- .8 (Cont'd)
.12 (Cont'd)

The disposal sites will usually be located less than 2 kilometres and not more than 10 Kilometres from the dredge site.

- .9 The Departmental Representative may request additional work:
.1 The construction of a temporary dredged spoils containment facility
.2 The supply and installation of a security fence.

The cost of doing the additional work will be negotiated and approved before the start of the dredging.

1.3 Quantities

- .1 The quantities shown on a specific request or call-up are approximate maximum amounts and may not be increased without the written permission of the Departmental Representative. No payment will be made for additional quantities unless the Departmental Representative has given his permission in writing.

1.4 Permits,
Certificates
and Fees

- .1 Departmental Representative is responsible to obtain the CEPA permit, License to Occupy, Quarry permit, and provide Notices to Mariners for the commencement and completion of each dredging operation.
- .2 The Contractor shall also give all notices, obtain and pay all fees and permits concerning the projects, except those noted above. No dredging or dumping is to be carried out until all permits are in place. Furnish certificates and permits when requested.

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|---|----|---|
| 1.5 <u>Inspection of Sites</u> | .1 | Before submitting his tender, it is recommended that the Contractor visit all of the sites in order to familiarize himself with existing conditions and to examine all other details which could affect the cost of the work. Ignorance of local conditions shall not at any time constitute a valid reason for claiming extra costs. |
| | | |
| 1.6 <u>Datum</u> | .1 | All elevations shown on plans submitted at the time of the call-up, or mentioned in the specifications are expressed in "Metres" and are referred to chart datum or Low Normal Tide (L.N.T.) which is taken as elevation 0.0 metre. |
| | | |
| 1.7 <u>Project Meetings</u> | .1 | Departmental Representative will arrange project meetings and assume responsibility for setting times and recording and distributing minutes. |
| | | |
| 1.8 <u>Additional Drawings</u> | .1 | Departmental Representative may furnish additional drawings to assist proper execution of work. These drawings will be issued for clarification only. Such drawings shall have the same meaning and intent as if they were included with plans referred to with the call-up. |
| | | |
| 1.9 <u>Protection of Existing Services and Facilities</u> | .1 | It will be the responsibility of the Contractor to become fully acquainted with the existing services and facilities and take necessary steps to protect them during the work. |
| | .2 | The Contractor will bear the cost of making good all damages to existing structures and facilities at the site resulting from his operations under this standing offer. All repairs will be with new materials approved by Departmental representative. |
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- 1.9 Protection of Existing Services and Facilities
(Cont'd)
- .3 The Contractor will immediately restore any existing service disrupted as a result of his operations at no cost to the Departmental Representative.
- .4 The maximum speed limit on public wharves to be 8 km/h. The allowable loading on wharf Facilities structures at most sites is a uniformly distributed load of 965 kg/m² or an axle loading of 10 tonnes. The Contractor shall be responsible to take all necessary precautions to prevent overloading of all wharf structures. The Departmental representative will monitor wharf structures and be the sole judge of the extent of any damage.
- .5 The Contractor will advise the Departmental Representative in cases where there is a possibility that a wharf structure may be overloaded by the equipment that the Contractor proposes to use.
-
- 1.10 Disposal at Sea
- .1 Contractor is to adhere to the restrictions set by the Canadian Environmental Protection Act (CEPA) permits (which may pertain to certain sites) and other regulatory bodies, and is to adhere to measures determined to be mitigative to satisfy the Canadian Environment Assessment Act. Restrictions applicable will be identified at the time of the request.
- .2 The CEPA disposal permits have been obtained or are in the process of being obtained for some of the disposal sites. The ocean disposal sites are suited to accommodate land based equipment where disposal would be along the beaches.
- .3 A copy of the CEPA permits shall be posted on the dredge plant at all times during all dredging operations.
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- 1.11 Disposal on Land
- .1 The Contractor is responsible for locating and obtaining all permits and approvals for the dredge spoils disposal sites other than pre-approved disposal site which would be identified or provided by the Departmental Representative at the time of the call-up.
 - .2 Disposal sites must conform with Environmental requirements outlined in Section 01 35 44.
 - .3 The following requirements apply for land based disposal sites other than pre-approved sites:
 - .1 Make application and obtain approval from the Department of Environment Environment Protection P.O. Box 6000 Fredericton, N.B. E3B 5H1
 - .2 A written permission and waiver from property owner(s) of the Contractor's proposed dump site(s) is required.
 - .3 A copy of the approved permits, the written permission and waiver from property owners, and proof of property ownership must be provided to the Departmental representative prior to the start of work.
 - .4 The Departmental Representative must also approve the disposal site(s).
- 1.12 Access to Dredging and Disposal Sites
- .1 Where required the Contractor is responsible to obtain the all the sites information and approval of the private land owners for the use of their property for the right-of-way to access dredging areas or disposal sites.
 - .2 The Contractor, if requested by the Departmental Representative, is required to provide written confirmation from the property owner(s) confirming authorization for the use of the right-of-way or any access routes given permission to cross private properties.
 - .3 The Contractor, if requested by the Departmental representative, must provide a written list of requirements, including fees and restrictions for the use of the property.
-

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- | | | | |
|------|---|----|--|
| 1.12 | Access to Dredging and Disposal Sites <u>(Cont'd)</u> | .4 | <p>The property owners requirements and restrictions must be complied with. Failure to comply with the directions of the land owners will be reviewed by the Project Departmental representative.</p> <p>Fees for the use private property must be paid in full to the land owners before making a request for final contract payment. Failure to meet the land owners requirements may result in delay of contract payment or lost of dredging opportunity.</p> |
| | | | |
| 1.13 | <u>Harbour Authority</u> | .1 | <p>Contractor to contact the Wharf Managers or representatives of the Harbour Authorities prior to begin work. A current list of the wharf managers for each location is available at the office of the Departmental Representative.</p> |
| | | | |
| 1.14 | <u>Taxes</u> | .1 | <p>Pay applicable Federal, Provincial and Municipal taxes. Refer to the "Notice to Tenderers" regarding the Goods and Services tax.</p> |
| | | | |
| 1.15 | <u>Documents Required</u> | .1 | <p>Maintain at job site, one copy each of the following:</p> <ul style="list-style-type: none">.1 Contract Drawings.2 Specifications.3 Addenda.4 Other modifications to Contract.5 Permits and approvals.6 Copy of Health and Safety Plan.7 Copy of New Brunswick Occupational Health and Safety Act. |
| | | | |
| 1.16 | <u>Contractor's Use of Site</u> | .1 | <p>The Contractor's use of site is limited to the locations of the dredging operations and as specified herein.</p> |
| | | .2 | <p>Access to work site is to be provided over existing wharf approach.</p> |
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- 1.16 Contractor's Use of Site (Cont'd)
- .3 The Contractor is to note that access being provided over existing structures is to be used by other wharf users. As a result, the Contractor is to co-operate with the Departmental representative and schedule his use of this access to permit usage by other wharf users. The Contractor should also note that access may be limited to one lane of traffic to the location of work depending on wharf activity.
- .4 The Contractor will not be responsible to move and replace lobster traps, electrical wires, power lines, derricks, poles, sheds, fuel lines, pumps or any obstacles which may hinder the work progress. A price will be negotiated with the Departmental Representative.
- 1.17 Co-operation and Assistance to Departmental representative
- .1 Co-operate with Departmental Representative on inspection work and provide any assistance requested.
- .2 On request of Departmental Representative, furnish use of such boats, equipment, labour and materials forming ordinary and usual part of dredging as may be reasonably necessary to inspect the work. The Contractor will provide an approved duty boat under this contract. The boat will be on duty at all times throughout the duration of the contract (i.e when call-up is made). It will also be available for the use of the Departmental representative or his Representative when required.

1.1 DEFINITIONS

- .1 COSH: Canada Occupational Health and Safety Regulations made under Part II of the Canada Labour Code.
- .2 Competent Person: means a person who is:
 - .1 Qualified by virtue of personal knowledge, training and experience to perform assigned work in a manner that will ensure the health and safety of persons in the workplace, and;
 - .2 Knowledgeable about the provisions of occupational health and safety statutes and regulations that apply to the Work and;
 - .3 Knowledgeable about potential or actual danger to health or safety associated with the Work.
- .3 Medical Aid Injury: any minor injury for which medical treatment was provided and the cost of which is covered by Workers' Compensation Board of the province in which the injury was incurred.
- .4 PPE: personal protective equipment
- .5 Work Site: where used in this section shall mean areas, located at the premises where Work is undertaken, used by Contractor to perform all of the activities associated with the performance of the Work.

1.2 SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00.
 - .2 Submit site-specific Health and Safety Plan prior to commencement of Work.
 - .1 Submit within five 5 work days of notification of Bid Acceptance. Provide 2 copies.
 - .2 Departmental Representative will review Health and Safety Plan and provide comments.
 - .3 Revise the Plan as appropriate and resubmit within 5 work days after receipt of comments.
 - .4 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or
-

1.2 SUBMITTALS
(Cont'd)

- .2 (Cont'd)
- .4 (Cont'd)
implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
- .5 Submit revisions and updates made to the Plan during the course of Work.
- .3 Submit name of designated Health & Safety Site Representative and support documentation specified in the Safety Plan.
- .4 Submit building permit, compliance certificates and other permits obtained.
- .5 Submit copy of Letter in Good Standing from Provincial Workers Compensation or other department of labour organization.
 - .1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.
- .6 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .7 Submit copies of incident reports.
- .8 Submit WHMIS MSDS - Material Safety Data Sheets.

1.3 COMPLIANCE
REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act for Province of New Brunswick, and General Regulations made pursuant to the Act.
- .2 Comply with Canada Labour Code - Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations (COSH) as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at:
[www.http://laws.justice.gc.ca/en/L-2/](http://laws.justice.gc.ca/en/L-2/)
 - .2 COSH can be viewed at:
[www.http://laws.justice.gc.ca/eng/SOR-86-304/n e .html](http://laws.justice.gc.ca/eng/SOR-86-304/n e .html)

1.3 COMPLIANCE
REQUIREMENTS
(Cont'd)

- .2 (Cont'd)
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9 Tel: (819) 956-4800 (1-800-635-7943) Publication No. L31-85/2000 E or F)
- .3 Observe construction safety measures of:
 - .1 Part 8 of National Building Code
 - .2 Municipal by-laws and ordinances.
- .4 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
- .5 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing.
- .6 Medical Surveillance: Where prescribed by legislation or regulation, obtain and maintain worker medical surveillance documentation.

1.4 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons and environment adjacent to the site to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by all workers, sub-contractors and other persons granted access to Work Site with safety requirements of Contract Documents, applicable federal, provincial, and local by-laws, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.5 SITE CONTROL
AND ACCESS

- .1 Control the Work and entry points to Work Site. Approve and grant access only to workers and authorized persons. Immediately stop and remove non-authorized persons.
 - .1 Departmental Representative will provide names of those persons authorized by Departmental Representative to enter onto Work

1.5 SITE CONTROL
AND ACCESS
(Cont'd)

- .1 (Cont'd)
 - .1 (Cont'd)

Site and will ensure that such authorized persons have the required knowledge and training on Health and Safety pertinent to their reason for being at the site, however, Contractor remains responsible for the health and safety of authorized persons while at the Work Site.
- .2 Isolate Work Site from other areas of the premises by use of appropriate means.
 - .1 Erect fences, hoarding, barricades and temporary lighting as required to effectively delineate the Work Site, stop non-authorized entry, and to protect pedestrians and vehicular traffic around and adjacent to the Work and create a safe environment. [See Section [01 50 00] for minimum acceptable requirements].
 - .2 Post signage at entry points and other strategic locations indicating restricted access and conditions for access.
 - .3 Use professionally made signs with bilingual message in the 2 official languages or international known graphic symbols.
- .3 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.
- .4 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.
- .5 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm. [Provide security guard where adequate protection cannot be achieved by other means].

1.6 PROTECTION

- .1 Give precedence to safety and health of persons and protection of environment over cost and schedule considerations for Work.
- .2 Should unforeseen or peculiar safety related hazard or condition become evident during

1.6 PROTECTION
(Cont'd)

- .2 (Cont'd)
performance of Work, immediately take measures to rectify situation and prevent damage or harm. Advise Departmental Representative verbally and in writing.

1.7 FILING OF
NOTICE

- .1 File Notice of Project with pertinent provincial health and safety authorities prior to beginning of Work.
 - .1 Departmental Representative will assist in locating address if needed.

1.8 PERMITS

- .1 Post permits, licenses and compliance certificates, specified in section [01 10 10], at Work Site.
- .2 Where a particular permit or compliance certificate cannot be obtained, notify Departmental Representative in writing and obtain approval to proceed before carrying out applicable portion of work.

1.9 HAZARD
ASSESSMENTS

- .1 Perform site specific health and safety hazard assessment of the Work and its site.
- .2 Carryout initial assessment prior to commencement of Work with further assessments as needed during progress of work, [including when new trades and subcontractors arrive on site].
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.

1.10 PROJECT/SITE
CONDITIONS

- .1 Following are potential health, environmental and safety hazards at the site for which Work may involve contact with:
- .2
 - .1 Existing hazardous and controlled products stored on site:
 - .1 none identified
 - .2 Existing hazardous substances or contaminated materials:
 - .1 none identified
 - .3 Known latent site and environmental conditions:
 - .1 Working near and over water.
 - .2 Cold weather and exposure.
 - .3 Public access to the site.
 - .4 Heavy Equipment.
 - .5 Working with lights.
 - .6 Load losses Roll overs.
 - .4 Facility on-going operations:
 - .1 none identified
- .3 Above items shall not be construed as being complete and inclusive of potential health and safety hazards encountered during Work.
- .4 Include above items in the hazard assessment of the Work.
- .5 MSDS Data sheets of pertinent hazardous and controlled products stored on site can be obtained from Departmental Representative.

1.11 MEETINGS

- .1 Attend pre-construction health and safety meeting, convened and chaired by Departmental Representative, prior to commencement of Work, at time, date and location determined by Departmental Representative. Ensure attendance of:
 - .1 Superintendent of Work
 - .2 Designated Health & Safety Site Representative
 - .3 Subcontractors
- .2 Conduct regularly scheduled tool box and safety meetings during the Work in conformance with Occupational Health and Safety regulations.

1.11 MEETINGS
(Cont'd)

- .3 Keep documents on site.

1.12 HEALTH AND
SAFETY PLAN

- .1 Prior to commencement of Work, develop written Health and Safety Plan specific to the Work. Implement, maintain, and enforce Plan for entire duration of Work and until final demobilization from site.
- .2 Health and Safety Plan shall include the following components:
 - .1 List of health risks and safety hazards identified by hazard assessment.
 - .2 Control measures used to mitigate risks and hazards identified.
 - .3 On-site Contingency and Emergency Response Plan as specified below.
 - .4 On-site Communication Plan as specified below.
 - .5 Name of Contractor's designated Health & Safety Site Representative and information showing proof of his/her competence and reporting relationship in Contractor's company.
 - .6 Names, competence and reporting relationship of other supervisory personnel used in the Work for occupational health and safety purposes.
- .3 On-site Contingency and Emergency Response Plan shall include:
 - .1 Operational procedures, evacuation measures and communication process to be implemented in the event of an emergency.
 - .2 Evacuation Plan: site and floor plan layouts showing escape routes, marshalling areas. Details on alarm notification methods, fire drills, location of fire fighting equipment and other related data.
 - .3 Name, duties and responsibilities of persons designated as Emergency Warden(s) and deputies.
 - .4 Emergency Contacts: name and telephone number of officials from:
 - .1 General Contractor and subcontractors.

1.12 HEALTH AND
SAFETY PLAN
(Cont'd)

- .3 (Cont'd)
 - .4 Emergency Contacts: (Cont'd)
 - .2 Pertinent Federal and Provincial Departments and Authorities having jurisdiction.
 - .3 Local emergency resource organizations.
 - .5 Harmonize Plan with Facility's Emergency Response and Evacuation Plan. Departmental Representative will provide pertinent data including name of PWGSC and Facility Management contacts.
- .4 On-site Communication Plan:
 - .1 Procedures for sharing of work related safety information to workers and subcontractors, including emergency and evacuation measures.
 - .2 List of critical work activities to be communicated with Facility Manager which have a risk of endangering health and safety of Facility users.
- .5 Address all activities of the Work including those of subcontractors.
- .6 Review Health and Safety Plan regularly during the Work. Update as conditions warrant to address emerging risks and hazards, such as whenever new trade or subcontractor arrive at Work Site.
- .7 Departmental Representative will respond in writing, where deficiencies or concerns are noted and may request re-submission of the Plan with correction of deficiencies or concerns.
- .8 Post copy of the Plan, and updates, prominently on Work Site.

1.13 SAFETY
SUPERVISION

- .1 Employ Health & Safety Site Representative responsible for daily supervision of health and safety of the Work.
- .2 Health & Safety Site Representative may be the Superintendent of the Work or other person

1.13 SAFETY
SUPERVISION
(Cont'd)

- .2 (Cont'd)
designated by Contractor and shall be assigned the responsibility and authority to:
 - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work
 - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
 - .3 Conduct site safety orientation session to persons granted access to Work Site.
 - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
 - .5 Stop the Work as deemed necessary for reasons of health and safety.
- .3 Health & Safety Site Representative must:
 - .1 Be qualified and competent person in occupational health and safety.
 - .2 Have site-related working experience specific to activities of the Work.
 - .3 Be on Work Site at all times during execution of the Work.
- .4 All supervisory personnel assigned to the Work shall also be competent persons.
- .5 Inspections:
 - .1 Conduct regularly scheduled safety inspections of the Work on a minimum bi-weekly basis. Record deficiencies and remedial action taken.

1.14 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.
- .3 When unforeseen or peculiar safety-related hazard, or condition occur during performance of Work, follow procedures in place for

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- | | | |
|---|----|--|
| 1.14 TRAINING (Cont'd) | .3 | (Cont'd) Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Departmental Representative verbally and in writing. |
| | | |
| 1.15 MINIMUM SITE SAFETY RULES | .1 | Not withstanding requirement to abide by federal and provincial health and safety regulations; ensure the following minimum safety rules are obeyed by persons granted access to Work Site: .1 Wear appropriate PPE pertinent to the Work or assigned task; minimum being hard hat, safety footwear, safety glasses and hearing protection. .2 Immediately report unsafe condition at site, near-miss accident, injury and damage. .3 Maintain site and storage areas in a tidy condition free of hazards causing injury. .4 Obey warning signs and safety tags. |
| | .2 | Brief persons of disciplinary protocols to be taken for non compliance. Post rules on site. |
| | | |
| 1.16 CORRECTION OF NON-COMPLIANCE | .1 | Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative. |
| | .2 | Provide Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified. |
| | .3 | Departmental Representative will stop Work if non-compliance of health and safety regulations is not corrected in a timely manner. |
-

1.17 INCIDENT
REPORTING

- .1 Investigate and report the following incidents to Departmental Representative:
 - .1 Incidents requiring notification to Provincial Department of Occupational Safety and Health, Workers Compensation Board or to other regulatory Agency.
 - .2 Medical aid injuries.
 - .3 Property damage in excess of \$10,000.00,
 - .4 Interruptions to Facility operations resulting in an operational lost to a Federal department in excess of \$5000.00.
- .2 Submit report in writing.

1.18 HAZARDOUS
PRODUCTS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep MSDS data sheets for all products delivered to site.
 - .1 Post on site.
 - .2 Submit copy to Departmental Representative.

1.19 BLASTING

- .1 Blasting or other use of explosives is not permitted on site without prior receipt of written permission and instructions from Departmental Representative.

1.20 POWDER ACTUATED.1
DEVICES

- .1 Use powder actuated fastening devices only after receipt of written permission from Departmental Representative.

1.21 CONFINED
SPACES

- .1 Abide by occupational health and safety regulations regarding work in confined spaces.

-
- 1.22 SITE RECORDS .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.
-
- 1.23 POSTING OF DOCUMENTS .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.
- .2 Post other documents as specified herein, including:
- .1 Site specific Health and Safety Plan
 - .2 WHMIS data sheets

1 REFERENCES

- .1 WHMIS: Workplace Hazardous Materials Information System, Health Canada.
- .2 Transportation of Dangerous Goods Act. Transport Canada, updated 2008-02-21.
- .3 Guidelines for the Use of Explosives In or Near Canadian Fisheries Waters, Department of Fisheries and Oceans Canada, 1998.
- .4 MBCA: Migratory Birds Convention Act, Environment Canada, 1994.
- .5 Canadian Coast Guard Regulations, Department of Fisheries and Oceans Canada.
- .6 Canadian Shipping Act, Transport Canada, 2001.
- .7 AWPA: American Wood Preserver Association

2 DEFINITIONS

- .1 Hazardous Material: Product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to the environment or adversely affect health of persons, animals, or plant life when released into the environment.
- .2 Wetlands: land where the water table is at, near or above the surface or which is saturated for a long enough period to promote such features as wet-altered soils and water tolerant vegetation. Wetlands include organic wetlands or "peatlands," and mineral wetlands or mineral soil areas that are influenced by excess water but produce little or no peat
- .3 Watercourse: refers to the bed and shore of a river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
- .4 Alien species: refers to a species or subspecies introduced outside its normal distribution whose establishment and spread threaten ecosystems, habitats or species with economic or environmental harm.

2 DEFINITIONS
(Cont'd)

- .5 Buffer zone: a vegetated land that protects watercourses from adjacent land uses. It refers to the land adjacent to watercourses, such as streams, rivers, lakes, ponds, oceans, and wetlands, including the floodplain and the transitional lands between the watercourse and the drier upland areas.

3 TRANSPORTATION

- .1 Transport hazardous materials and hazardous waste in compliance with Federal Transportation of Dangerous Goods Act.
- .2 Do not overload trucks when hauling material. Secure contents against spillage.
- .3 Maintain trucks clean and free of mud, dirt and other foreign matter.
- .4 Avoid potential release of contents and of any foreign matter onto highways, roads and access routes used for the Work. Take extra care when hauling dredged material and other hazardous materials. Immediately clean any spillage and soils.
- .5 Before commencement of work, advise the Departmental Representative of the existing roads and temporary routes proposed to be used to access work areas and to haul material to and from the site, [including roads to the dredged disposal field].

4 HAZARDOUS
MATERIAL HANDLING

- .1 Handle and store hazardous materials on site in accordance with WHMIS procedures and requirements.
- .2 Store all hazardous liquids in location and manner to prevent their spillage into the environment.
- .3 Maintain written inventory of all hazardous materials kept on site. List product name, quantity and storage date.
- .4 Keep MSDS data sheets on site for all items.

5 PETROLEUM, OIL
AND LUBRICANTS

- .1 Comply with Federal and Provincial laws, regulations, codes and guidelines for the storage of fuel and petroleum products on site.
- .2 Do not place fuel storage tanks and store fuel or other petroleum products within a 30 metre buffer zone of watercourses and wetlands. Do not fuel or lubricate equipment within this 30 metre buffer zone. Obtain approval from Departmental Representative of acceptable location on site for fuel storage and equipment service.
- .3 Do not dump petroleum products or any other deleterious substances on ground or in the water.
- .4 Be diligent and take all necessary precautions to avoid spills and contaminate the soil and water (both surface and subsurface) when handling petroleum products on site and during fueling and servicing of vehicles and equipment.
- .5 Maintain on site appropriate emergency spill response equipment consisting of at least one 250-litre (55 gallon) overpack spill kit for containment and cleanup of spills.
- .6 Maintain vehicles and equipment in good working order to prevent leaks on site.
- .7 In the event of a petroleum spill, immediately notify the Departmental Representative and the Canadian Coast Guard (CCG) at 1-800-565-1633 (24 hour report line). Perform clean-up in accordance with all regulations and procedures stipulated by authority having jurisdiction.

6 DISPOSAL OF
WASTES

- .1 Do not bury rubbish, demolition debris and waste materials on site.
- .2 Dispose and recycle demolition debris and waste materials to Waste Facility.

6 DISPOSAL OF
WASTES
(Cont'd)

- .3 Do not dispose of hazardous waste, volatile materials (such as mineral spirits, paints, thinners etc...) and petroleum products into waterways, storm or sanitary sewers or in waste landfill sites.
- .4 Dispose of hazardous waste in accordance with applicable federal and provincial laws, regulations, codes and guidelines.
- .5 Concrete waste:
 - .1 Do not discharge residual or rejected concrete on site.
 - .2 Immediately clean any accidental release of concrete on site prior to solidification.
 - .3 Do not wash and clean concrete vehicles on site.
 - .4 Perform dumping of residual material and truck cleaning operations only at the concrete plant. Follow environmental regulations and good practices as approved by the Provincial Department of the Environment and other authorities having jurisdiction.

7 WATER QUALITY

- .1 Conduct excavation work of a watercourse or wetland in such a manner to limit turbidity and reduce sediment suspension in the water to an absolute minimum at all times.
 - .1 Maintain appropriate production speed and momentum of the excavation equipment. Make adjustments as required and as approved by Departmental Representative.
 - .2 Strategically position excavator equipment and haul vehicles to avoid over the water swings of excavated material whenever possible.
- .2 Where work may affect the water quality adjacent to water intake lines used by Lobster Holding Facilities, Fish Processing Facilities and other harbour users, schedule work in cooperation with the Harbour Authority as directed by Departmental Representative to minimize interference and impact to harbour users.

7 WATER QUALITY
(Cont'd)

- .3 Visually monitor the water turbidity of the surrounding areas adjacent to the work and up to the established dredge limit of 200 metre.
 - .1 Should excessive change occur in the turbidity beyond the dredge limit which differs from existing conditions of the surrounding water bodies, such as a distinct color difference; notify the Departmental Representative to obtain appropriate mitigation measures to be followed.
- .4 Water quality during suction dredging:
 - .1 Minimize out-fall of the dredge material at the disposal site by placing the pipeline outfall at or near the water level surface.
 - .2 Restrict vessel traffic adjacent to the disposal site to an absolute minimum to avoid the re-suspension of dredged material from propeller wash.
- .5 Water contamination by preservative treated wood:
 - .1 Preservative treated lumber and timber, whether plant or site treated, shall be cured for a minimum of 30 days from date of the treatment application before their installation in areas which will be in contact with the water.
 - .2 Do not cut treated wood lumber over the surface of a watercourse or wetland.
 - .3 Do not use liquid applied preservative products over the surface of a watercourse or wetland.
 - .4 Wood treated with Chromate Copper Arsenate (CCA) or Ammoniac Copper Zinc Arsenate (ACZA) must be CSA or AWWA approved.
 - .5 Do not use timber and lumber treated with creosote, petroleum and pentachlorophenol for any part of the Work.
- .6 Do not washdown equipment within a 30 metre buffer zone of a wetland, watercourse or other identified environmentally sensitive area.

8 SOCIOECONOMIC
RESTRICTIONS

- .1 Abide by municipal and provincial regulations for any restrictions on work performed during the night time and on flood lighting of the site. Obtain applicable permits.
- .2 Place flood lights in opposite direction of adjacent residential and business areas.
- .3 Equip equipment and machinery with purposely designed mufflers to reduce noise on site to lowest possible level. Maintain mufflers in good operating condition at all times.

9 BIRD AND
BIRD HABITAT

- .1 Become knowledgeable with abide by the Migratory Birds Convention Act (MBCA) in regards to the protection of migratory birds, their eggs, nests and their young encountered on site and in the vicinity.
- .2 Minimize disturbance to all birds on site and adjacent areas during the entire course of the Work.
- .3 Do not approach concentrations of seabirds, waterfowl and shorebirds when anchoring equipment, accessing wharves or ferrying supplies.
- .4 During night time work, position flood lights in opposite direction of nearby bird nesting habitat.
- .5 Do not use beaches, dunes and other natural previously undisturbed areas of the site to conduct work unless specifically approved by the Departmental Representative.
- .6 Should nests of migratory birds in wetlands be encountered during work, immediately notify Departmental Representative for directives to be followed.
 - .1 Do not disturb nest site and neighbouring vegetation until nesting is completed.
 - .2 Minimize work immediately adjacent to such areas until nesting is completed.
 - .3 Protect these areas by following recommendations of Canadian Wildlife Service.

10 FISH AND
FISH HABITAT

- .1 Be aware of the risk for contamination of the fish habitat at the site as a result of alien species being introduced in the water.
- .2 To minimize the possibility of fish habitat contamination, all construction equipment which will be immersed into the water of a watercourse, or has the possibility of coming into contact with such water during the course of the work, must be cleaned and washed to ensure that they are free of marine growth and alien species.
 - .1 Equipment shall include boats, barges, cranes, excavators, haul trucks, pumps, pipe lines and other all miscellaneous tools and equipment previously used in a marine environment.
- .3 Cleaning and washing of equipment shall be performed immediately upon their arrival at the site and before use in or over the body of water.
- .4 Conduct cleaning and washing operations as follows:
 - .1 Scrap and remove heavy accumulation of mud and dispose appropriately.
 - .2 Wash all surfaces of equipment by use of a pressurized fresh water supply.
 - .3 Immediately follow with application of a heavy sprayed coating of undiluted vinegar or other environmentally approved cleaning agent to thoroughly remove all plant matter, animals and sediments.
 - .4 Check and remove all plant, animal and sediment matter from the all bilges and filters.
 - .5 Drain standing water from equipment and let fully dry before use.
 - .6 Upon removal from the water, drain standing water from equipment and let fully dry before removal off the site.
- .5 Do not perform cleaning and washdown within a 30 metre buffer zone of a wetland, watercourse or other identified environmentally sensitive area.

10 FISH AND
FISH HABITAT
(Cont'd)

- .6 Record of Assurance Logbook:
 - .1 Maintain an on-going log of past and present usage and washdowns of all equipment to illustrate mitigation measures undertaken against fish habitat contamination by alien species.
 - .2 Write data in a hard cover bound logbook,
 - .3 Include the following:
 - .1 Date and location where equipment was previously used in a watercourse or wetland;
 - .2 Type of work performed.
 - .3 Dates of washdown for each piece of equipment;
 - .4 Cleaning method and cleaning agent(s) used.
- .7 Keep Record of Assurance Logbook updated from project to project. Upon request, submit logbook to Departmental Representative for review.
- .8 Abide by requirements and recommendations of the Federal Department of Environment and the Department of Fisheries and Oceans - Habitat Protection and Sustainable Development Branch in cleaning and washdown of equipment.

11 AIR QUALITY

- .1 Keep airborne dust and dirt resulting from the work on site to an absolute minimum.
- .2 Apply dust control measures to roads, parking lots and work areas.
- .3 Spray surfaces with water or other environmentally approved product. Use purposely suited equipment or machinery and apply in sufficient quantity and frequency to provide effective result and continued dust control during the entire course of the work.
- .4 Do not use oil or any other petroleum products for dust control.

Land Based Dredging
Various Locations

Environmental Protection
Procedures for Marine

Section 01 35 44
Page 9

New Brunswick
WBSE R.001681.001

April 2012

12 FIRES

- .1 Fires and burning of rubbish on site is not permitted.

PART 1 - GENERAL

- | | | | |
|-----|----------------------------|----|---|
| 1.1 | <u>General Description</u> | .1 | This section specifies requirements for excavating Class "B" underwater materials in areas indicated, and for transporting and disposing of excavated materials at specified locations. |
|-----|----------------------------|----|---|
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- | | | | |
|-----|--------------------|----|--|
| 1.2 | <u>Definitions</u> | .1 | Dredging: excavating, transporting and disposing of the material as specified. |
| | | .2 | Class "A" material: solid rock requiring drilling , blasting or hydraulic splitting to loosen and boulders or concrete debris with each unit containing 1.5 cubic metres or more. |
| | | .3 | Class "B" material: loose or shale rock, silt, kelp, sand, quicksand, mud, shingle, gravel, clay, gumbo, boulders, hardpan, seaweeds, kelp, debris, or any other material not defined under Class "A". |
| | | .4 | Debris: pieces of wood, wood fibre, bark, logs, foreign metal objects, steel cable, tires, wire rope, cable, scrap steel and pieces of concrete. |
| | | .5 | Grade: plane or planes above which all material is to be dredged. |
| | | .6 | Side slope: inclined surface or plane from grade at side limit of dredging area to intersect of original ground line outside of side limit and to be expressed as a ratio of horizontal to vertical. |
| | | .7 | "CMTM": cubic metre truck measurement. |
| | | .8 | Chart Datum: a permanently established plane from which soundings or tide heights are referenced, which is Low Normal Tide (L.N.T.) for purposes of this standing offer. |
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|---|-----|---|
| 1.2 <u>Definitions</u> (Cont'd) | .9 | U.T.M.: Universal Transverse Mercator system of co-ordinates based in 1983. |
| | .10 | Cleared: Finally accepted as complying with plans and specifications. |
| | .11 | CEPA: Canadian Environmental Protection Act. |
| | | |
| 1.3 <u>Dredging</u> <u>Materials</u> | .1 | The material to be dredged is classified as Class "B" material, and is generally at these locations found to be mostly sand with some traces of silt, clay and debris. Soils report or previous boreholes carried out in the dredge areas of the different sites may be viewed at the office of the Departmental Representative. (see item 1.10 in this section for address of Departmental Representative) |
| | | |
| 1.4 <u>Schedule</u> <u>of Work</u> | .1 | Submit to Departmental Representative, within two days of a request for dredging, a schedule of work including time periods during which each operation involved in work will be undertaken up to final completion. |
| | .2 | The work shall be done in an expeditious manner as most requests are in response to hazardous navigational conditions. |
| | .3 | Where applicable, notify the Departmental Representative within one (1) working day of the completion of a dredging operation so after dredging sounding surveys can be carried out at the earliest opportunity. |
| | | |
| 1.5 <u>Interference</u> <u>to Navigation</u> | .1 | Be familiar with vessel movements and fishery activities in area affected by dredging operations. |
| | .2 | Plan and execute work, in a manner that will not impede navigation, including movement of vessels at marine structures. Implement mitigative measures if required. |
-

- 1.5 Interference to Navigation
(Cont'd)
- .3 Plan and execute work, in a manner that will not interfere with fishing operation or access to marine structures by land or water. Implement mitigative measures if required.
- .4 The Departmental Representative or vessel owners will not be responsible for loss of time, equipment, material or any other charges related to interference with moored vessels in the harbour or other Contractor's operations.
- .5 Co-operate with the Wharf Managers and ensure that any actions taken are acceptable to the said Managers and the Department.
- .6 Keep Departmental Representative informed of dredging operations in order that necessary Notices to Mariners will be issued by Canadian Coast Guard, Fisheries & Oceans Canada.
- 1.6 Regulatory Requirements
- .1 Perform work, in accordance with National Building Codes of Canada (NBC) and any other municipal, provincial and national codes and regulations, including the provisions of the Canadian Environmental Protection Act. In any case of conflict or discrepancy, the more stringent requirements will apply.
- .2 For most wharf locations, applications have been made by the Departmental Representative for:
- .1 Ocean Disposal permits under the Canadian Environmental Protection Act for disposal on the beach in the tidal zone.
- .2 Approvals from the provincial Department of the Environment for dumping on private land.
- The copies of the permits will be forwarded to the Contractors where required. The Contractor shall observe and comply with all provisions, conditions and restrictions contained in these permits. The pertinent and anticipated restrictions are listed in item 3.4 of this Section.
- .3 Meet or exceed requirements of specified standards, codes and reference documents.
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| 1.6 Regulatory Requirements (Cont'd) | .4 | Place and maintain buoys, ranges, markers and lights, etc., to the requirements of authorities having jurisdiction. |
| | .5 | Cooperate with and provide assistance to inspectors of these regulatory agencies to board and inspect equipment operations at any time during the project. |
| | | |
| 1.7 Interface to Fishery Operation and Damage to Fish Gear | .1 | Become familiar with fishery activity. Clearly mark dredging area(s), disposal area(s) and routes to and from dredging and disposal areas, during periods when fishing gear is set. |
| | | The Contractor is responsible for all costs associated with the supply, installation and removal of all necessary temporary aids. |
| | .2 | Execute the work to ensure damage does not occur to fishing gear and interference to fishing operations is minimized, by conducting operations within the areas so marked, either on wharf structures or on water. |
| | .3 | Be responsible for damage to fishing gear outside marked areas and, if damage occurs, assume responsibility for replacement or repair costs and cost of lost fishing opportunity. |
| | | |
| 1.8 Dredging Equipment | .1 | The Contractor shall determine the required equipment necessary to effectively excavate the material specified and to transport the material to an approved disposal site. The material to be dredged is as described in Paragraph 1.3 of this Section. The dredging equipment is to have a minimum reach of 15 metres from the face of the wharf at a depth ranging to approximately 5 metres below wharf deck elevation. |
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1.8 Dredging
Equipment
(Cont'd)

- .2 The dump trucks used in the transportation of the dredge spoils are to have the containment compartments sealed to prevent the leaking of the materials out of the containment compartments. The Departmental Representative may request that the dump trucks be inspected for leakage. Any vehicles failing to meet these requirements will be rejected.
- .3 The equipment shall be in good condition and be environmentally safe with no leakage of petroleum products into the environment.

1.9 Setting Out
of Work

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply stakes and other survey markers required for laying out work.
- .4 The Contractor shall verify all dimensions in the field prior to start of work.

1.10 Site
Information

- .1 Plans of previous dredging projects carried out historically at the different sites are available for viewing and inspection at the office of Public Works & Government Services Canada.

Results of soundings from previous years are also available for inspection. These soundings are made available for tendering purposes only. It should be noted that this information may differ from present site conditions.
- .2 The information in 1.10.1 is available for viewing at the Departmental Representative's office during the tender period:

9:00 am to 12:00 noon and from 13:00 to 16:00, Monday to Friday.

1.10 Site Information
(Cont'd) .2 (Cont'd)

Located at: Public Works and Government
Services Canada - G.O.C. Building

Third Floor
1045 Main Street
Moncton, N.B
Telephone: (506) 851-6040

Mailing Address: Public Works and Government
Services Canada 1045 Main Street, Unit 100,
Moncton, N. B. E1C 1H1

- 1.11 Measurement for Payment .1 Only material excavated above grade plane and within side slopes and limits indicated at the time of the call-up including the transportation and discharge on the disposal areas, will be measured. No measurement will be made for material removed below specified grade. Quantities of over dredging will be deducted from the final quantity.
- .2 **Mobilization and Demobilization:** of dredging equipment will be measured by each piece of floated heavy equipment. Floated heavy equipment includes: crane, excavator, dozer and front end loader needed and accepted by the Departmental Representative as deemed necessary to complete the work of the call up. This item will be measured when a crane, excavator, dozer and front end loader is floated in for the completion of the work related to dredging (ex back to back call ups, no mobilization). The moving off the wharf to accommodate wharf users or relocating equipment from one area of the wharf to another is incidental to the work and will not be measured for payment, also any other cost not covered in the other items for payment that are necessary for the work will be included in this item, except those items described in 1.11.7.
-

1.11 Measurement
for Payment
(Cont'd)

.2 Mobilization and Demobilization: (Cont'd)

The contractor will not be paid mobilization if the equipment is still on site.

The same lump sum amount would apply regardless of the dredge site and its distance to the Contractor's home base.

Half of the sum allocated for mobilization and demobilization, less holdback, shall be payable upon commencement of dredging and the remainder shall be payable after project completion.

- .3 **Dredging:** The method of payment will be measured by the cubic metre truck measurement (CMTM) for the work completed. Measurement will be made according to the distance from the dredge area to the disposal site (one way). The two categories of measurement are as follows:
- .1 The disposal site is located less than two (2) kilometres from the dredge site.
 - .2 The disposal site is located between 2 to 10 kilometres from the dredge site.
- .4 **Long Haulage Premium** - beyond 10 kilometers, the Departmental Representative will negotiate a rate to compensate the Contractor for additional haulage.
- .5 **Excavator, Crane:** The method of payment for an excavator working other than loading trucks will be measured by the hour or part of.
- .6 **Dozer, Front end loader:** The method of payment for an excavator working other than loading trucks will be measured by the hour or part of.

1.11 Measurement
for Payment
(Cont'd)

- .7 **Weight Restrictions Premium:** the method of payment will be increased by adding an additional unit price per the cubic metre truck measurement (CMTM) for the work completed when the New Brunswick Department of Transportation Highway Weight Restrictions are in effect during the dredging. This premium would apply in addition to the measurement made under above items 1.11.3.1 or 1.11.3.2. This measurement would only apply when trucks are required to haul on routes affected by these restrictions when these restriction are in effect.
- .8 The following items will not be measured for payment but considered incidental to the work:
- .1 the use of the disposal site(s): preparation of the site, and spreading and grading of the dredge spoils.
 - .2 delays due to the fishing industry and vessel traffic.
 - .3 the installation of timber platforms (to protect the wharf from damages) if requested by Departmental Representative.
 - .4 operations in connection with the field positioning of dredging equipment.
 - .5 down time.
 - .6 any accumulation of seaweeds and/or kelp which may hamper the dredging operation.
 - .7 The disposal of debris at an approved disposal site..
 - .8 The area of the wharf affected by the Dredging operation must be cleaned or swept (ex. parking lot, wharf deck).
- .9 Material removed and dumped in the absence of the Department's Inspector will not be considered for payment.
- .10 Material disposed of without obtaining the required written approvals for a disposal site will not be measured for payment. The cost to relocate such material to an approved disposal site will be the Contractor's responsibility.
- .11 After dredging soundings may be taken by the Departmental Representative upon completion of the Contractors's dredging and no dredge area shall be determined complete until after it has been cleared to the specified grade depth

1.11 Measurement
for Payment
(Cont'd)

- .11 (Cont'd)
or until so directed by the Departmental Representative or by the PWGSC representative on site.
- .12 Removal of obstructions, authorized by the Departmental Representative, will be measured in hours actually used in removal. Dredging equipment used for removal of obstructions will be paid for at a rate negotiated in advance and authorized in writing by the Departmental Representative.
- .13 Additional expenses: Tipping fees, payments made to private land owners for the access to the disposal site and a fee for the use of a disposal site, which have not been included in the unit prices. The Contractor must provide a written letter from the property owner confirming the amounts to be claimed for the Project Departmental Representatives review and approval. The additional expenses must be approved by Departmental Representative. The request for these approved additional expenses will be included with the final request for final payment. Consideration will only be made for those expenses approved by the Departmental Representative. There is no implied payments for payment of expenses other than for those preapproved by the Departmental Representative.

1.12 Restrictions

- .1 Ste.-Marie-St.-Raphaël: The disposal site is located south of the site and the access is via an earth roadway constructed the wharf back up area. The contractors are required to use the access road. There is a buried culvert that discharges south of the existing dredge spoils containment facility into the Gulf of Saint Lawrence that must not be blocked by the dredge spoils. The dredge spoils that blocked the culvert must be removed immediately.

.1 Disposal Site Restrictions:

- 1.12 Restrictions .1 (Cont'd)
- (Cont'd)
- .1 Disposal Site Restrictions: (Cont'd)
- .1 The dredged spoils are to be disposed of along the shore below the top of the embankment.
- .2 The material will be spread, graded and sloped toward the sea.
- .3 The final elevation of the top of the dredged material will be lower than the existing top of embankment unless approved by Departmental Representative.
- .4 Any restrictions for other sites will be provided at call-up time if applicable.

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION

- 3.1 Existing Navigation Buoys .1 The Contractor will make arrangements with the Canadian Coast Guard (CCG) for the removal and re-installation of any existing navigational towers and beacons on wharves, as required to carry out the dredging operations.
- .2 Do not proceed in removing towers until approval to do so has been received from the CCG. Any damages are the responsibility of the Contractor.

- 3.2 Submittal
- .1 If no disposal sites are provided by the Department, submit to Departmental Representative prior to start of work, the following items for review and approval.
- .1 Location(s) of proposed disposal site(s).
- .2 Copy of all approvals and permits from: Property Owner(s), Local, Municipal, Provincial or Federal authorities. Any restrictions imposed by land owners are to be provided.

3.3 General

- .1 Maintain and lay out work from bench marks, stations and base lines established by Departmental Representative. Be responsible for accuracy of work relative to established bench marks, stations, ranges and baselines.
- .2 Establish accurately and maintain water level gauges tide boards from bench marks shown on drawings in order that the proper depth of dredging can be determined. Locate gauges or tide boards so as to be clearly visible at all times.
- .3 Establish and maintain on land targets for location and definition of designated dredge area limits. Remove targets upon completion of work.
- .4 Dredge the specified areas to the grade depths shown on plans submitted at the time of the request or as directed by the Departmental Representative.

Prior to start of work, obtain directions from the Departmental Representative on the areas to be dredged first.
- .5 Dredge all side slopes to two horizontal to one vertical unless specified otherwise.
- .6 Remove all materials above specified grade depths, within limits indicated at time of call-up. Material removed from below grade depth or outside specified area or side slope is not part of work. Dredging limits as outlined on the accompanying plan at the time of the request are subject to changes by the Departmental Representative.
- .7 Remove shoaling which occurs as a result of work. Once dredged, maintain dredged area at grade until entire work is accepted.
- .8 Casting-over of dredging material on to surrounding area is not permitted.
- .9 Immediately notify Departmental Representative upon encountering an object which might be classified as an obstruction or

3.3 General
(Cont'd)

- .9 (Cont'd)
solid rock. By-pass the object after clearly marking its location and continue work.
- .10 If work is to be carried out in other than the daylight hours, it will be the Contractor's responsibility to provide all light and power necessary to carry out the work. Where directed, dredging may not be carried out outside daylight hours due to site conditions or environmental restrictions.
- .11 It will be the Contractor's responsibility to gain access to the dredge area.
- .12 Berm: Do not dredge within one metre of an existing structure, unless authorized by the Departmental Representative. Intersection of side slope and original bottom line is to be located 1.0 metre from structure at two horizontal to one vertical, as measured in a direction perpendicular to structure face. Distance from toe of slope to structure will vary depending on depth of cut. No excavation is permitted below -1.0 metre over the one metre berm.
- .13 Use extreme care when dredging adjacent to existing structures. Any damage to these structures to be repaired at Contractor's expense.
- .14 Dredging equipment will not be released until grade has been reached in all areas of the specified dredge area unless rock has been confirmed.

3.4 Disposal of
Dredged Material

- .1 The dredging and disposal of the dredged material on beaches in a tidal zone will be carried out in accordance with the terms and conditions set down in permits issued by Environment Canada pursuant to the Canadian Environmental Protection Act and Regulations thereunder.

- .2 The disposal of dredge material on land and on private property will be carried out in accordance with the conditions and restrictions imposed by the New Brunswick Department of the Environment and by Public Works and Government Services Canada. The conditions applicable for every sites are indicated below. Should there be a requirement to cover the spoils with clean fill, the cost of this work will be reimbursed by the Department for an amount negotiated in advance and authorize in writing by the Departmental Representative.
- .3 The dredged spoils disposal site(s) must have the Departmental Representative's approval before the start of work, as per Section 01 11 00.
- .4 The Department of Public Works and Government Services Canada does not accept any responsibility for damages which result from the Contractors or any of his agents actions during the use of the disposal site(s).
- .5 Where possible, the dump sites for each area to be dredged will be indicated on a plan attached to the call-up.
- .6 Layout approved area(s) to be used for disposal with painted survey stakes and maintain this layout at all times during the work. A buffer zone will exist at most of the dump sites. Install and maintain a safety fence if and as required to protect the public from accessing freshly placed dredged spoils. Remove only upon Departmental Representative's approval.
- .7 Dispose dredge spoils to the approved disposal site(s) within area laid out in 3.4.6.
- .8 The Contractor is to repair to original condition any road either on or off site, deemed by the Departmental Representative to have been damaged as a result of the specified work at no additional cost.

(Cont'd)

- .9 The Contractor will be required to clean off and/or remove daily any material that has leaked onto Municipal, Provincial, Federal, private roads, wharf surfaces or private property as instructed by Project Departmental Representative or authorized authority.

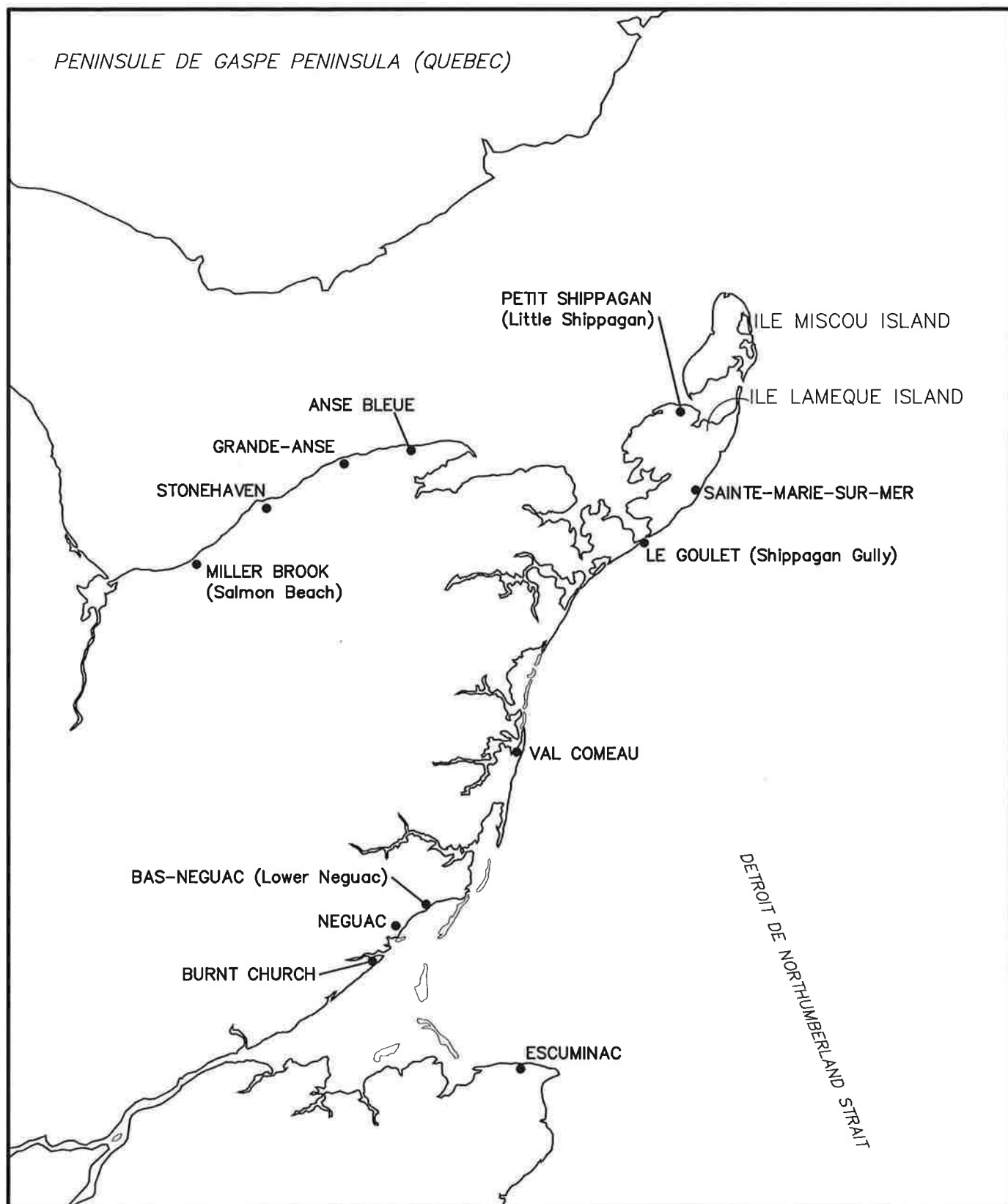
.1 At all listed sites in section 01 11 00, Item 1.0, The Contractor will be required to remove immediately any material that has spilled onto the wharf concrete deck and on the paved back area.


The travelled surfaces, wharf deck and paved wharf back up area must be cleaned at the completion of each days work or sooner if requested by the Departmental Representative. The method to be used must be approved by the Departmental Representative prior to the start of dredging.

- .10 The dredged spoils placed in the approved disposal site(s) must be levelled and graded at the end of each dredging operation. Grade within limits laid out and elevations requested by the Departmental Representative or property owner(s). Do not interrupt drainage. Do not exceed lines, grades, and slopes which the authority requests.
- .1 At Ste.-Marie-St.-Rapheal and Miller Brook, the dredge material must be levelled and sloped toward the sea at the end of each days dredging activity. The elevation of the top of the dredge material must be lower then the embankment.
- .11 Where the dredge spoils contain organic material, ensure the finished grade will have all these covered up and left in a condition that is aesthetically pleasing and safe to the public
- .12 Conform with any instructions by land owners associated with the disposal of the material on private property.
- .13 In cases of disposal along the shore in tidal zones, CEPA permits will specify a quantity of

(Cont'd)

- .13 (Cont'd)
dredged material which may not be exceeded. At the time of the request the Departmental Representative will highlight to the Contractor any limits which are to be respected. Where applicable, only the permitted disposal sites listed in the CEPA permit, and shown on the plans from the Departmental Representative can be used for ocean disposal of the material.
- .14 Adhere to disposal restrictions outlined in section 01 35 44.3
- .15 Conditions on the Provincial Land Base Disposal Site Permit shall be respected.



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