

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
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

All questions are to be submitted in writing to Gisele Doucet - Email: gisele.doucet@pwgsc.gc.ca or Fax no. (506) 636-4376.

**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 405  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Floating Plant Dredging	
<b>Solicitation No. - N° de l'invitation</b> EC015-151761/A	<b>Date</b> 2015-01-23
<b>Client Reference No. - N° de référence du client</b> R.001681.001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-004-3559
<b>File No. - N° de dossier</b> PWB-4-37138 (004)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-02-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doucet, Gisele PWB	<b>Buyer Id - Id de l'acheteur</b> pwb004
<b>Telephone No. - N° de téléphone</b> (506)636-4541 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Dominion Public Building 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada	
<b>Security - Sécurité</b> 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

Solicitation No. - N° de l'invitation

EC015-151761/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.001681.001

PWB-4-37138

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## **REQUEST FOR STANDING OFFER (RFSO)**

### **FLOATING PLANT DREDGING VARIOUS LOCATIONS, NEW BRUNSWICK**

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### General Conditions and clauses

GC1 General Provisions – Construction Services	R2810D (2014-09-25);
GC2 Administration of the Contract	R2820D (2014-09-25);
GC3 Execution and Control of the Work	R2830D (2014-03-01);
GC4 Protective Measures	R2840D (2008-05-12);
GC5 Terms of Payment	R2550D (2014-06-26);
GC6 Delays and Changes in the Work	R2865D (2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12);
GC8 Dispute Resolution	R2884D (2012-07-16);
GC9 N/A	
GC10 Insurance	R2900D (2008-05-12);
Supplementary Conditions, if any;	
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2014-06-26);
Code of Conduct and Certification - Contract	

### **List of Annexes:**

Annex A -	Specification / Drawings
Annex B -	Basis of Payment
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

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

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, 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, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors, Voluntary Certification to Support the Use of Apprentices and Terms of Reference.

## **1.2 Summary**

This Request for a Standing Offer (RFSO) is to establish a Regional Individual Standing Offer (RISO) for floating plant dredging at various public wharves and entrance channels (including gullies) along the east coast of the province of New Brunswick, including sites in Restigouche, Gloucester, Northumberland, Kent, and Westmorland Counties. The period of the Standing Offer will be from March 23, 2015 to March 22, 2017 and will be on an “as and when required” basis in accordance with Annex “A”, Specifications / Drawings.

As per the Integrity Provisions under section 01 of Standard Instruction 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 if of the Supply Manual for additional information in the Integrity Provisions.

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

## **1.3 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 (<https://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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **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.

#### **2.1 Revision of Offer:**

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers (Offering address) on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: (506) 636-4376

#### **2.2 Firm Price and/or Rates:**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

**2.3 Form:** Offers not submitted on the prescribed Offer Form will not be considered.

#### **2.4 Alterations:**

Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s).

Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

**2.5 Incomplete Offers:** Incomplete offers may be rejected.

## **2.6 Taxes**

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

## **2.7 Performance Evaluation**

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

## **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 the province of work.

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.



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. General**

- 1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.
- 1.2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- 1.3 Sign and date the Offer in accordance with the RFSO.

### **2 Offer Preparation Instructions**

#### **Section I: Financial Offer**

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

#### **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

#### 1.1 Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

**a) MANDATORY REQUIREMENTS** - Required as part of the Offer

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.

**b) MANDATORY REQUIREMENTS** - Precedent to issuance of a Standing Offer

- i) Code of Conduct Certifications (*see Part 5 - Certifications*)  
ii) Insurance (*See Part 6 - Insurance*)

#### 1.2. Financial Evaluation

- 1.2.1 Price Schedule - A rate must be entered for each item for one of the six Unit Price Schedules in Annex "C" Offer. Note: Offerors are not required to submit offers for all Unit Price Schedules.
- 1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra.

### 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers 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 two (2) Standing Offers.

### 3. Right of First Refusal Basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

#### 1.1 Code of Conduct Certifications - Offer

Offerors should provide, with their offers or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

#### 1.2 Insurance – see Part 6 (R2900D GC10 – Insurance)

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

## **PART 7(A) – STANDING OFFER**

### **1. Offer - attached at ANNEX C**

- .1 General Provisions
- .2 Financial

- 1.1 The Offeror offers to fulfill the requirement in accordance with the specification and drawings in Annex "A".

### **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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **3. Term of Standing Offer**

#### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer will be from March 23, 2015 to March 22, 2017.

### **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 Street, Room 405  
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 CF 942.

## **7. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Harmonized Sales Tax Included).

## **8. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$4,011,500.00 (Harmonized Sales Tax 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 wordings 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:
  - Annex A, Specifications, drawings and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
  - Annex B, Basis of Payment;
  - Annex D, Code of Conduct Certifications - List of each individual who are currently directors of the Offeror
- h) The Offeror's offer Annex C, dated \_\_\_\_\_

## **10. Certifications**

### **10.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **11. 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 the province of work.

## **12. Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
  - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
  - (b) General Conditions:

(i)	GC1	General Provisions	R2810D	(2014-09-25);
(ii)	GC2	Administration of the Contract	R2820D	(2014-09-25);
(iii)	GC3	Execution and Control of the Work	R2830D	(2014-03-01);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2014-06-26);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2013-04-25);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2012-07-16);
(ix)	GC9	N/A		
(x)	GC10	Insurance	R2900D	(2008-05-12);
  - (c) Supplementary Conditions, if any;
  - (d) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2014-06-26);
  - (e) Schedules of Wage Rates for Federal Construction Contracts;
  - (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (g) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:  
<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&verb=rese&id=r&date=current&ttrl=&detail=&type=all&action=search>
- 3) The language of the contract documents shall be the language of the Request for a Standing Offer (RFSO) submitted.



## **1. SUPPLEMENTAL CONDITIONS**

**INSERT** the following supplementary conditions in the resulting General Conditions:

### **1.1. T1204 - Direct Request by Customer Department**

- 1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 1.1.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### **1.2. Periodic Reports**

- 1.2.1 The Offeror shall provide to the Standing Offer Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Standing Offer Authority no later than fifteen (15) days after the designated reporting period.
- 1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

## **2. Term of Contract**

### **2.1 Period of the Contract**

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

### **3.1 Basis of Payment - see Annex B**

### **3.2 Limitation of Price**

Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Solicitation No. - N° de l'invitation  
EC015-151761/A  
Client Ref. No. - N° de réf. du client  
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File No. - N° du dossier  
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## **ANNEXES**

Annex A	Specifications and Drawings
Annex B	Basis of Payment
Annex C	Offer
Annex D	Code of Conduct Certifications - List of each individual who are currently on the Bidder's Board of Directors
Annex E	Voluntary Certification to Support the Use of Apprentices
Annex F	Certificate of Insurance Form

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**ANNEX A**  
***SPECIFICATION and DRAWINGS***

See Attachments

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## **ANNEX B**

### **.1 Basis of Payment**

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

## ANNEX C

### OFFER

#### Description of Work:

#### **Floating Plant Dredging Various Locations, New Brunswick**

#### **1. OFFER**

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

#### **2. GENERAL PROVISIONS**

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 60 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829 or 942, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.

- .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .
- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

### 3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, travelling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Mark-up on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
  - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
  - .2 The prices do not include the Quebec Sales Tax. The Offeror shall arrange directly with the Province of Quebec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.

#### 4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

##### 4.1

#### UNIT PRICE TABLES - FLOATING PLANT DREDGING 2015-2017

##### Production 100 cmpm/hr (Group A)

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Mobilization and Demobilization	lump sum	40	_____	_____
2	Dredging per Day Dredging production 100 cmpm/hr	per day	150	_____	_____

TOTAL ESTIMATED AMOUNT	_____
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**Production 80 cmpm/hr (Group A)**

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Mobilization and Demobilization	lump sum	20	_____	_____
2	Dredging per Day Dredging production 80 cmpm/hr	per day	50	_____	_____

TOTAL ESTIMATED AMOUNT	_____
------------------------	-------



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**Production 50 cmpm/hr (Group A)**

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Mobilization and Demobilization	lump sum	10	_____	_____
2	Dredging per Day Dredging production 50 cmpm/hr	per day	35	_____	_____

TOTAL ESTIMATED AMOUNT	_____
------------------------	-------

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### Production 100 cmpm/hr (Group B)

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Mobilization and Demobilization	lump sum	8	_____	_____
2	Dredging per Day Dredging production 100 cmpm/hr	per day	30	_____	_____

TOTAL ESTIMATED AMOUNT	_____
------------------------	-------

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**Production 80 cmpm/hr (Group B)**

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Mobilization and Demobilization	lump sum	8	_____	_____
2	Dredging per Day Dredging production 80 cmpm/hr	per day	30	_____	_____

TOTAL ESTIMATED AMOUNT	_____
------------------------	-------

**Production 50 cmpm/hr (Group B)**

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Mobilization and Demobilization	lump sum	10	_____	_____
2	Dredging per Day Dredging production 50 cmpm/hr	per day	65	_____	_____

TOTAL ESTIMATED AMOUNT	_____
------------------------	-------

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item for one of the six Unit Price Schedules. Note: Offerors are not required to submit offers for all unit price schedules.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

Costs will be evaluated on the Total Estimated Amount. It is anticipated that three Standing Offers will be issued for each Unit Price Schedule.

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## **ANNEX D**

### **COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFERORS BOARD OF DIRECTORS**

***NOTE TO OFFERORS: WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

## ANNEX E

### Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

*Trades of those apprentices:*

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**ANNEX F**  
**Certificate of Insurance Form**



# CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work  Floating Plant Dredging 2015-2017, Various Locations, New Brunswick	Contract No. N/A
	Project No. N/A

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>  <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



## General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

## Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

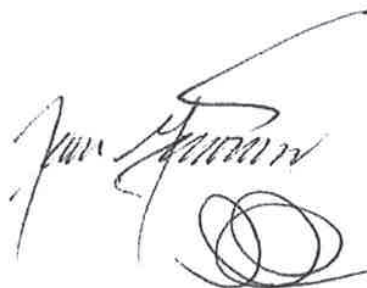
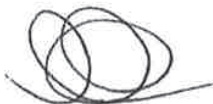
Umbrella or excess liability insurance may be used to achieve the required limits.

Floating Plant Dredging	List of Contents	Section 00 01 11
Various Locations		Page 1
New Brunswick		
WSBE R.001681.001		September 2014

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01 - General Requirements</u>		
01 11 00	Summary of Work	5
01 35 29	HEALTH AND SAFETY REQUIREMENTS	11
01 35 44	Environmental Protection	9
<u>Division 35 - Waterway and Marine Construction</u>		
35 20 23	Dredging	12

Appendix "A"

MAP and Drawings - Multi Site Dredging Locations.	20
END	

 2014/12/11  
 2014/12/11

1 Description

- .1 Work under this Standing Offer Agreement is for floating plant dredging for two (2) year period between March 2015 and March 2017 when and where requested at various public wharves and entrance channels (including gullies) along the east coast of the province of New Brunswick, including sites in Restigouche, Gloucester, Northumberland, Kent and Westmorland Counties.

The sites include but may not necessarily be limited to the following wharf locations:

Group A

- .1 Botsford (Murray Corner)
- .2 Petit-Cap
- .3 Cap-Pelé
- .4 Les Aboiteaux (Dupuis Corner)
- .5 Cap-des-Caissie
- .6 Cormierville (Barre-de-Cocagne)
- .7 Saint-Edouard-de-Kent
- .8 Côte-Sainte-Anne (Chockpish)
- .9 Cap-Lumière
- .10 Blacklands Gully (July, August)
- .11 Loggiecroft (July, August)
- .12 Pointe-Sapin
- .13 Escuminac

Group B

- .14 Miller Brook (Salmon River)
- .15 Anse Bleue
- .16 Miscou
- .17 Pigeon Hill
- .18 Ste.-Marie-St.-Raphaël
- .19 Le Goulet
- .20 Neguac

See Appendix "A" for a maps of East coast of New Brunswick showing both groups for the above sites.

The dredging period will be from ice out in the spring until freeze up in early winter.

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 General  
(Cont'd)

- .2 The Contractor will be required to provide a response to the Departmental Representative within 24 hours of the request and is required to provide labour and equipment within 72 hours of notification of a request for dredging unless delays are caused beyond the Contractor's control such as severe weather or permitting processes. Failure to comply with this request could result in calling up services from the other bidders.
- .3 The Department reserves the right to award the standing offer contract to more than one Contractor and to call up services from the second or other bidders.
- .4 In the calling up of services, the selection of the Contractor will be based on the most favourable option (i.e total cost of project) to the Crown, based on the unit prices submitted from the Contractors.
- .5 The equipment proposed by the Contractor will also be taken into consideration. Production values from previous evaluations will be used to consider what equipment will perform dredging.
- .6 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.
- .7 The contract will terminate by giving notice to that effect or at the end of any further requirements for emergency dredging or when the authorized Standing Offer quantities have been reached or when the Standing Offer completion date has expired.
- .8 The Departmental Representative will identify the dredge limits to be dredged for each request. The dredging areas will be usually in the vicinity of public wharves or the gullies indicated. Generally, dredging will usually take place where maintenance dredging has been previously carried out. However, the Departmental Representative may request dredging in other areas.

- 
- |  |    |  |
|--|----|--|
| <u>3 Permits<br/>Certificates<br/>and Fees</u>         | .1 | The Departmental Representative is responsible to obtain the CEPA (ocean dumping) permit, Quarry permit, and provide Notices to Mariners for the commencement of each dredging operation.  |
| <br>   |    |  |
| <u>4 Inspection<br/>of Sites</u>                       | .1 | Before submitting his tender, the Contractor will 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. |
| <br>   |    |  |
| <u>5 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.  |
| <br>   |    |  |
| <u>6 Project<br/>Meetings</u>                          | .1 | The Departmental Representative will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.  |
| <br>   |    |  |
| <u>7 Additional<br/>Drawings</u>                       | .1 | The 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. |
| <br>   |    |  |
| <u>8 Protection of<br/>Services and<br/>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.   |
-

- 
- |   |    |  |
|---|----|--|
| 8 <u>Protection of<br/>Services and<br/>Facilities<br/>(Cont'd)</u> | .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.  |
|   | .3 | The Contractor will immediately restore any existing service disrupted as a result of his operations at no cost to the Departmental Representative.  |
| <hr/>   |    |  |
| 9 <u>Harbour<br/>Authority</u>                                      | .1 | Contractor to contact the Wharf Managers or representatives of the Harbour Authorities prior to begin work.  |
|   | .2 | Contact Harbour Authority in advance of mobilization and negotiate berthage fees and access at facility.   |
| <hr/>   |    |  |
| 10 <u>Taxes</u>   | .1 | Pay applicable Federal, Provincial and Municipal taxes. Refer to the "Notice to Tenderers" regarding the Goods and Services tax.   |
| <hr/>   |    |  |
| 11 <u>Documents<br/>Required</u>                                    | .1 | Maintain at job site, one copy each of the following: <ul style="list-style-type: none"><li>.1    Contract Drawings</li><li>.2    Specifications</li><li>.3    Addenda</li><li>.4    Other modifications to Contract</li><li>.5    Permits and approvals</li><li>.6    Environmental Protection Plan</li><li>.7    A copy of the construction safety plan.</li><li>.8    Copy of New Brunswick Occupational Health and Safety Act.</li></ul> |
| <hr/>   |    |  |
| 12 <u>Contractor's<br/>Use of Site</u>                              | .1 | The Contractor's use of site is limited to the locations of the dredging operations and as specified herein.   |
-

- 13 Cleaning .1 Before work can be accepted, the Contractor must clean up the site and leave it in a condition which is acceptable to the Departmental Representative.



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 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 implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.

1.2 SUBMITTALS  
(Cont'd)

- .1 (Cont'd)
  - .5 Submit revisions and updates made to the Plan during the course of Work.
- .2 Submit name of designated Health & Safety Site Representative and support documentation specified in the Safety Plan.
- .3 Submit building permit, compliance certificates and other permits obtained.
- .4 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.
- .5 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .6 Submit copies of incident reports.
- .7 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:  
<http://laws-lois.justice.gc.ca/eng/acts/L-2/>
    - .2 COSH can be viewed at:  
<http://laws-lois.justice.gc.ca/eng/regulation/SOR-86-304/index.html>
    - .3 A copy may be obtained at: Canadian Government Publishing, Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9 Tel: (613) 941-5995 (1-800-635-7943) Publication No. L31-85/2000 E or F)
-

1.3 COMPLIANCE  
REQUIREMENTS  
(Cont'd)

- .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 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.

1.5 SITE CONTROL  
AND ACCESS  
(Cont'd)

- .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.
  - .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.

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 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.
- .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

1.10 PROJECT/SITE  
CONDITIONS  
(Cont'd)

- .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.
- .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.

1.12 HEALTH AND  
SAFETY PLAN  
(Cont'd)

- .2 (Cont'd)
  - .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.
    - .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.

1.12 HEALTH AND  
SAFETY PLAN  
(Cont'd)

- .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 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.



1.13 SAFETY  
SUPERVISION  
(Cont'd)

- .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 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 Notwithstanding 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 Use powder actuated fastening devices only  
after receipt of written permission from  
Departmental Representative.
- 1.21 CONFINED .1  
SPACES 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 .1  
DOCUMENTS 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.
-

Floating Plant Dredging    Environmental Protection  
Various Locations  
New Brunswick  
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12 FIRES

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

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END

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PART 1 - GENERAL

1.1 General  
Description

- .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.
- .2 The dredge depths are approximately 2.0 metres below Chart Datum, and disposal sites are shallow (usually from 0.0/+1.0 m to 3.0 m deep), and approximately 250 - 450 metres from the dredge site.

1.2 Related  
Sections

- .1 Section 01 35 43 - Environmental Procedures  
Section 01 35 30 - Health and Safety

1.3 Measurement  
Procedures

- .1 Only material excavated above grade plane and within side slopes indicated or specified will be measured.
- .2 **Mobilization and Demobilization:** Mobilization and demobilization of the dredge(s), support vessels and pipeline to be paid as a fixed lump sum payment covering all items of work. This item will be measured each time a call-up is made under the standing offer, regardless of the method of measurement used for the dredging. Half of the sum allocated for mobilization and demobilization, shall be payable upon commencement of dredging and the remainder shall be payable after project completion.
  - .1 Moving off the channel to accommodate fishing vessels is incidental to the work, and will not be measured.
  - .2 Mobilization and demobilization will not be paid if the dredge and pipeline have not been demobilized from the site between call ups.
  - .3 Any remediation to prevent the possible transport of alien species from port to port will be included in the demobilization costs. See Environmental Protection Section 01 35 44.

PART 1 - GENERAL

1.3 Measurement  
Procedures  
(Cont'd)

- .2 Mobilization and Demobilization: (Cont'd)
  - .4 Multiple Dredging equipment used to increase production is paid as a single mobilization.
- .3 **Dredging (Per Day):** The measurement for payment for dredging is per day
  - .1 Per day basis is based on 10 hours of actual productive dredging within grades & limits identified. This includes the supply of all plant, equipment and labour to perform the dredging.
  - .2 The call up will be of a minimum of one day.
  - .3 Dredging equipment is categorized based on evaluated production rates.
  - .4 Any combination of dredges may be used to meet the production rate.
  - .5 The production rates will be checked daily by the Departmental Representative.
- .4 The corners of the disposal site must be clearly marked by buoys prior to dredging operations commencing will not be measured separately for payment.
- .5 Dredging equipment used for removal of obstructions will be paid for at rate negotiated in advance and authorized in writing by Department Representative.
- .6 All operations in connection with field positioning of dredging equipment will not be measured separately for payment.
- .7 No separate payment will be made for Contractor's survey vessel, equipment and crew or diving services.
- .8 Payment will include disposal of dredge material to the ocean disposal site or confined disposal facility.
- .9 There will be no additional payment for delays incurred during fishing seasons, weather, during periods when no dredging is permitted.

PART 1 - GENERAL

1.3 Measurement  
Procedures  
(Cont'd)

- .10 There will be no additional payment for downtime and for delays caused by vessel traffic.
- .11 Removal of infilling material will not be measured for payment.
- .12 There will be no additional payment for any accumulation of sea weeds and/or kelp which may hamper the dredging operation.
- .13 There will be no additional payment for mooring facilities fees for dredge plant.

1.4 Definitions

- .1 Dredging: excavating, transporting and disposing of underwater materials.
  - .2 Class A material: solid rock requiring drilling and blasting to loosen, and boulders or rock fragments of individual volumes 1.5 m<sup>3</sup> or more.
  - .3 Class B material: loose or shale rock, silt, sand, quick sand, mud, shingle, gravel, clay, sand, gumbo, debris, hardpan, and boulders of individual volumes less than 1.5 m<sup>3</sup>.
  - .4 Obstructions: material other than class A, having individual volumes of 1.5 m<sup>3</sup> or more.
  - .5 CMPM: cubic meters place measurement.
  - .6 SQM: Square metres, area in square metres projected horizontal.
  - .7 Debris: pieces of wood, wire rope, scrap steel, pieces of concrete and other waste materials.
  - .8 Grade: plane above which material is to be dredged.
  - .9 Estimated quantity:
    - .1 Volume of material calculated to be above sub grade and within specified side slopes unless otherwise specified.
-

PART 1 - GENERAL

1.4 Definitions  
(Cont'd)

- .9 Estimated quantity: (Cont'd)
  - .2 Areas in square metres of material calculated horizontally above grade and within dredge limits, not including side slopes.
- .10 Side slope: inclined surface or plane from subgrade at side limit of dredging area to intersect original ground line outside of side limit and to be expressed as ratio of horizontal to vertical.
- .11 Chart Datum: permanently established plane from which soundings or tide heights are referenced, usually Lowest Normal Tide (L.N.T.).
- .12 Coordinates:
  - .1 U.T.M.: universal transverse mercator projection..
- .13 Minimum Sounding: Shallowest depth recorded inside a matrix block. Soundings taken in this mode may be shallower than actual bottom elevations due to variations in water depths due to wave action.
- .14 Matrix Block: each dredge area is presented as number of 1.2 x 3.0 m long blocks. Dependent on position of sounding, block may have 1 to several soundings contained within it.
- .15 Minimum Sounding Plan: hydrographic survey plan in which the minimum Sounding is plotted for every matrix block.
- .16 Average Sounding: Average depth of all soundings recorded within a matrix block.
- .17 Average Plan: Average depth of all soundings recorded within a matrix block
- .18 Lowest Normal Tide (L.N.T.): plane so low that tide will seldom fall below it.
- .19 Cleared Area: area of dredging accepted as complying with plans and specifications.



PART 1 - GENERAL

1.5 Submittals

- .1 The Contractor will complete and submit a copy of Appendix "C" with his tender which will list all materials and equipment the Contractor proposes to use under this standing offer. Prior to award, the Departmental Representative will review the capabilities of the Contractor to perform the work.
- .2 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.
- .3 Submit to Departmental Representative, within two days of a request for dredging, a site specific safety plan. This plan is to have emergency numbers and contacts specific to Harbour Authority, property owners (Parks Canada) emergency response, and operators of water intakes.
- .4 For projects paid by the day, submit to Departmental Representative prior to dredging a sketch showing existing condition of channel with soundings reduced to Chart datum and plotted on approximate 15 m by 15 m grid.
- .5 For projects paid by the day, submit to Departmental Representative upon completion a daily log of activities related to dredging, including a sketch showing post dredging or cleared areas as reduced to Chart datum and plotted on approximate 15 m by 15 m grid.

1.6 Regulatory Requirements

- .1 Mark floating equipment with lights in accordance with Regulations for the Prevention of Collisions.

PART 1 - GENERAL

1.7 Waste  
Management and  
Disposal

- .1 Metals, wood and recyclable materials removed during the dredging activities must be diverted appropriate recycling facilities.

1.8 Interference to .1  
Navigation and  
Fishing

- .1 Be familiar with vessel movements and fishery activities in area affected by dredging operations. Plan and execute Work in manner that will not interfere with fishing operations, marina operations, construction activities at wharf sites, or access to wharves by land or water.
- .2 Departmental Representative will not be responsible for loss of time, equipment, material or any other cost related to interference with moored vessels in harbour or due to other Contractor's operations.
- .3 Keep District Manager, Canadian Coast Guard, Fisheries and Oceans, informed of dredging operations in order that necessary Notices to Mariners will be issued.
- .4 Become familiar with fishery activity. Clearly mark dredging area(s), disposal area(s) and routes to and from dredging and disposal area, during periods when fishing gear is set in areas adjacent to dredging operations with "Cautionary Buoys", in accordance with Coast Guard Standard TP968-1984. All Buoys must be colored cautionary yellow - CGSB #505-108. The Contractor is responsible for all costs associated with the supply, installation and removal of all necessary temporary aids.
- .5 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.
- .6 Be responsible for damage to fishing gear from dredging activities outside marked areas and, if damage occurs, assume responsibility for replacement or repair costs and cost of lost fishing opportunity.

PART 1 - GENERAL

1.8 Interference to .6 (Cont'd)  
Navigation and  
Fishing  
(Cont'd)

- 1.9 Datum, Water .1 Elevations used in this specification and  
Gauges and Targets contract drawings are in metres referred to  
Chart Datum.
- .2 Areas to be dredged are to be referenced to  
vertical bench marks for each location of  
dredging as indicated.

- 1.10 Floating Plant .1 Dredges or other floating plants to be  
Site employed on this Work, to be of Canadian  
registry, make or manufacture, or, must  
receive certificate of qualification from  
Industry Canada, Marine Directorate. Submit  
this certificate with equipment information.
- .2 Requests for certification in format of  
attached questionnaire to be directed to  
Senior Director, Marine, Energy and Marine  
Branch, Marine Directorate, Industry Canada,  
235 Queen Street, Ottawa, Ontario, K1A 0H5,  
and to be received there not less than 14 days  
prior to tender closing.
- .3 The Contractor shall determine the equipment  
required to dredge the material specified. The  
material to be dredged is as described in  
Paragraph 1.1 of this Section.

- 1.11 Inspection of .1 Contractor to visit site of Work and become  
Site thoroughly familiar with extent and nature of  
Work and conditions affecting Work before  
tendering.
-

PART 1 - GENERAL

1.12 Site  
Information

- .1 Take necessary steps to become fully familiar with potential inclement weather and sea conditions in this area.

1.13 Survey  
Requirements

- .1 The Contractor shall provide, at his expense, a survey vessel for equipment and crew to set up and maintain control for the location of dredge limits and to sound areas, immediately after dredging, to verify that grade depth has been attained.
- .2 The contractor is to provide at his expense a GPS unit with differential corrected position, with accuracy less than three (3) metres.

1.14 Surveys and  
Acceptance of Work

- .1 For projects with method of payment of cubic metre place measure, as soon as practical after Contract award, Departmental Representative will complete pre-dredge survey of all dredge area locations. Survey will be by electronic survey equipment sounding in Average mode. Survey plan at 1:500 scale plotting average soundings obtained in this survey will define actual pre-dredge seabed areas.
- .2 No area will be dredged prior to Departmental Representative's and Contractor's mutual acceptance of pre-dredge survey for that area.
- .3 Post-dredge survey will be undertaken by Departmental Representative upon completion of dredging. Survey will confirm if dredging is completed as specified and whether area can be considered cleared area. Survey will be by electronic equipment. Survey plan at 1:500 plotting "average" depths obtained in this survey will identify areas requiring reworking to obtain following elevations using least of minimum mode

PART 1 - GENERAL

1.14 Surveys and  
Acceptance of Work  
(Cont'd)

- .4 Contractor to redredge as necessary to remove all material within dredge areas which is found to be above grade.
- .5 One additional survey will be undertaken at Departmental Representative's cost, for those areas not meeting acceptance criteria for dredging. All additional surveys required to clear areas will be undertaken by the Departmental Representative at Contractor's cost.
- .6 After dredging soundings will be taken by the Departmental Representative upon completion of the Contractor's dredging and no dredge area shall be determined complete until after it has been cleared to the specified grade depth or until so directed by the Departmental Representative in the case of measurement on a per day basis. In the case of measurement on a per day basis, the clearance of the dredge site/call-up may also be done by the PWGSC representative on site in lieu of an electronic survey. In such case provide assistance to the Departmental Representative in the verification of dredged depth.

PART 2 - PRODUCTS

2.1 Dredging  
Equipment

- .1 Contractor to determine required equipment necessary to dredge material specified and to dispose of dredged material at locations indicated.

PART 1 - GENERAL

PART 3 - EXECUTION

3.1 Layout of  
Work

- .1 The contractor will layout the work based on sketches provided by the Departmental Representative, taking into account the dynamics of the sand bars which may change from what is depicted on surveys or a sketch. Similarly the disposal site may change location. (usually on top of the offshore sand bar)
- .2 For gully dredging and in channels far from land references, use Global Positioning System (GPS), differential corrected, instrumentation valid at 3.0 metre accuracy. Record position of pins in UTM co-ordinates. At the earliest opportunity, forward these to PWGSC Departmental Representative for verification. The contractor is responsible to ensure GPS instrumentation is verified for accuracy every three months.

3.2 General

- .1 Mark floating equipment with lights in accordance with International Rules of Road and maintain radio watch on board.
- .2 Place and maintain buoys, pins, ranges, markers and lights required to define work and disposal areas.
- .3 Lay out Work from bench marks ranges and base lines established by Departmental Representative. Be responsible for accuracy of Work relative to established bench marks ranges and baseline. Provide and maintain electronic position fixing and distance measuring equipment, laser transits and such other equipment as normally required for accurate dredging control.
- .4 Establish and maintain tide boards in order that proper depth of dredging can be determined. Locate tide boards so as to be clearly visible.

PART 1 - GENERAL

3.2 General  
(Cont'd)

- .5 Dredge side slopes to two horizontal to one vertical.
- .6 Remove materials above specified grade depths, within limits indicated. Material removed from below subgrade depth or outside specified area or side slope is not part of Work.
- .7 Remove shoaling which occurs as result of Work at no expense to Departmental Representative.
- .8 Remove infilling in dredge areas which occurs prior to acceptance by Departmental Representative.
- .9 Immediately notify Departmental Representative upon encountering object which might be classified as obstruction. By-pass object after clearly marking its location and continue Work.

3.3 Disposal of  
Dredged Material

- .1 Dispose of dredged material by depositing in disposal areas in manner approved by Departmental Representative.
- .2 Define area of disposal site with marker buoys and maintain minimum depth of water of 0.0m below Chart Datum at disposal site.
- .3 Disposal of dredged material 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 there under.
- .4 The disposal site may shift from actual co-ordinates and must be related to physical features found at the site. Disposal sites are commonly located along the offshore sand bars, and these are to be located by soundings and the pipeline repositioned if required. Record GPS position of the pipeline outfall and submit to Departmental Representative.

PART 1 - GENERAL

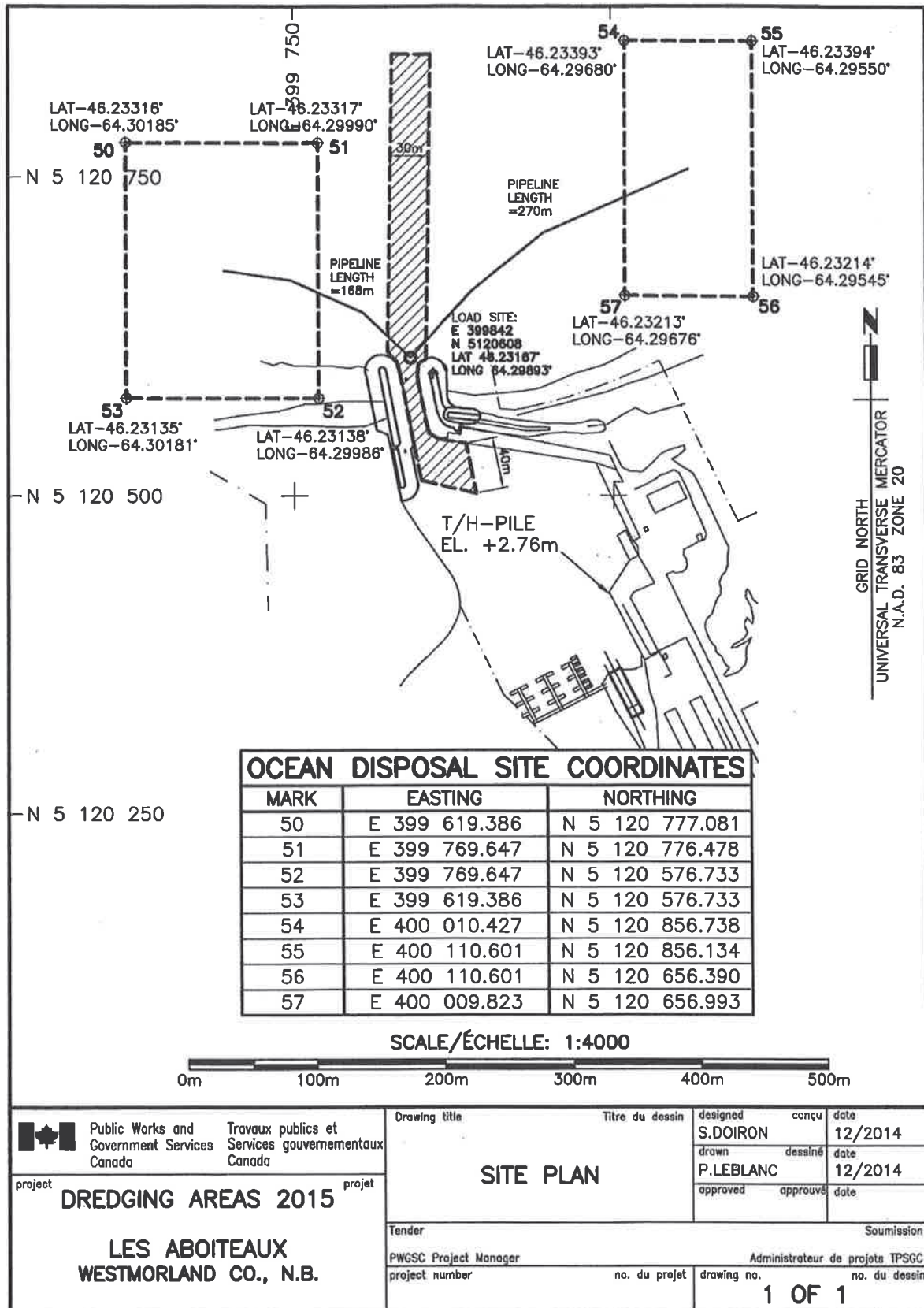
3.3 Disposal of  
Dredged Material  
(Cont'd) .4 (Cont'd)

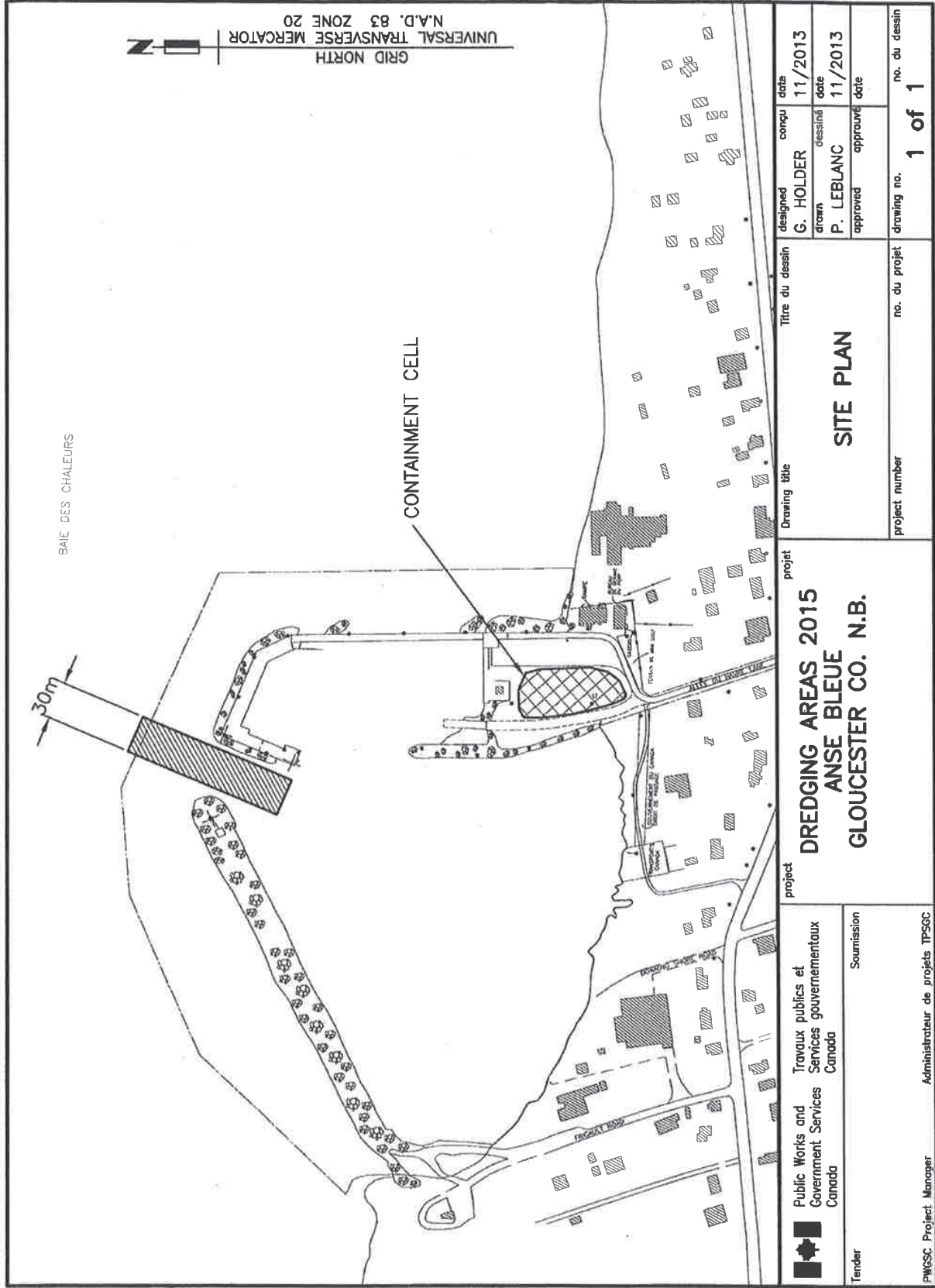
3.4 Dredging in  
Vicinity of  
Structures .1 Do not dredge material from areas lying  
within 1.0 m of existing structure unless  
authorized by Departmental Representative.

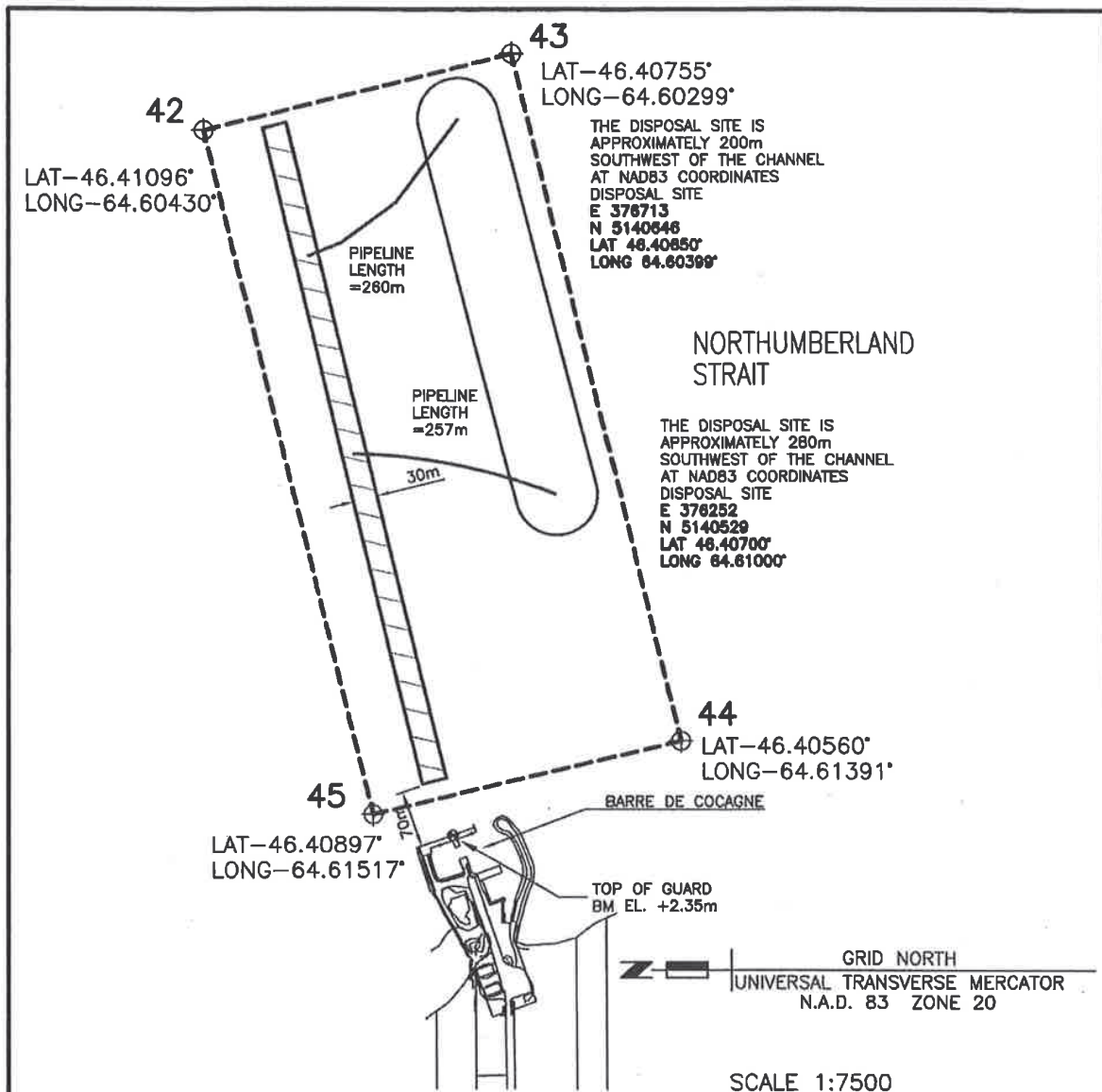
3.5 Re-dredging .1 Re-dredge unsatisfactory Work and verify  
depths with additional sounding to approval of  
Departmental Representative.

3.6 Co-operation  
and Assistance to  
Departmental  
Representative .1 Co-operate with Departmental Representative  
on inspection of Work and provide assistance  
requested.  
.2 On request of Departmental Representative,  
furnish use of such boats, equipment, labour  
and materials forming ordinary and usual part  
of dredging plant as may be reasonably  
necessary to inspect and supervise Work.





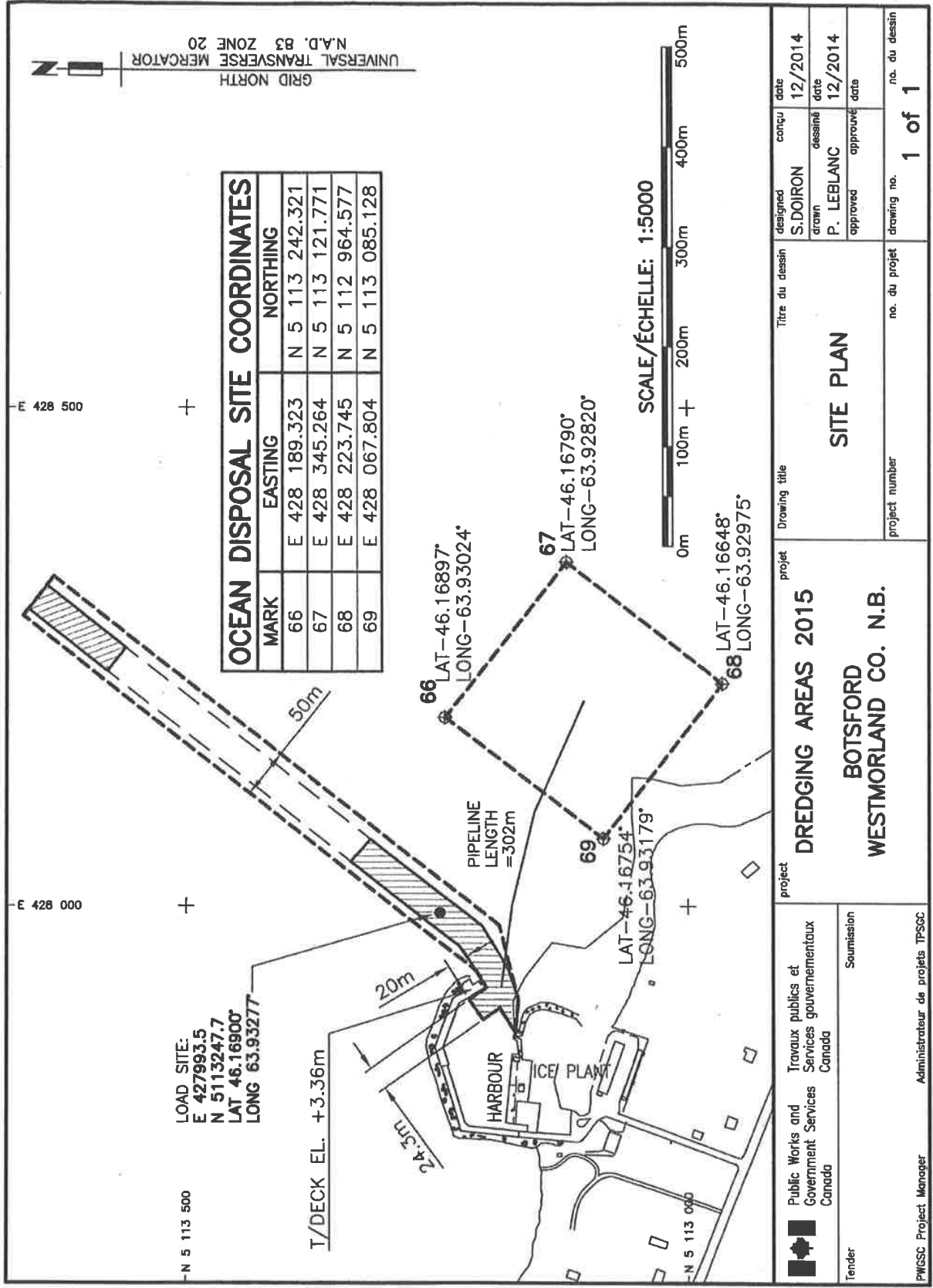




### OCEAN DISPOSAL SITE COORDINATES

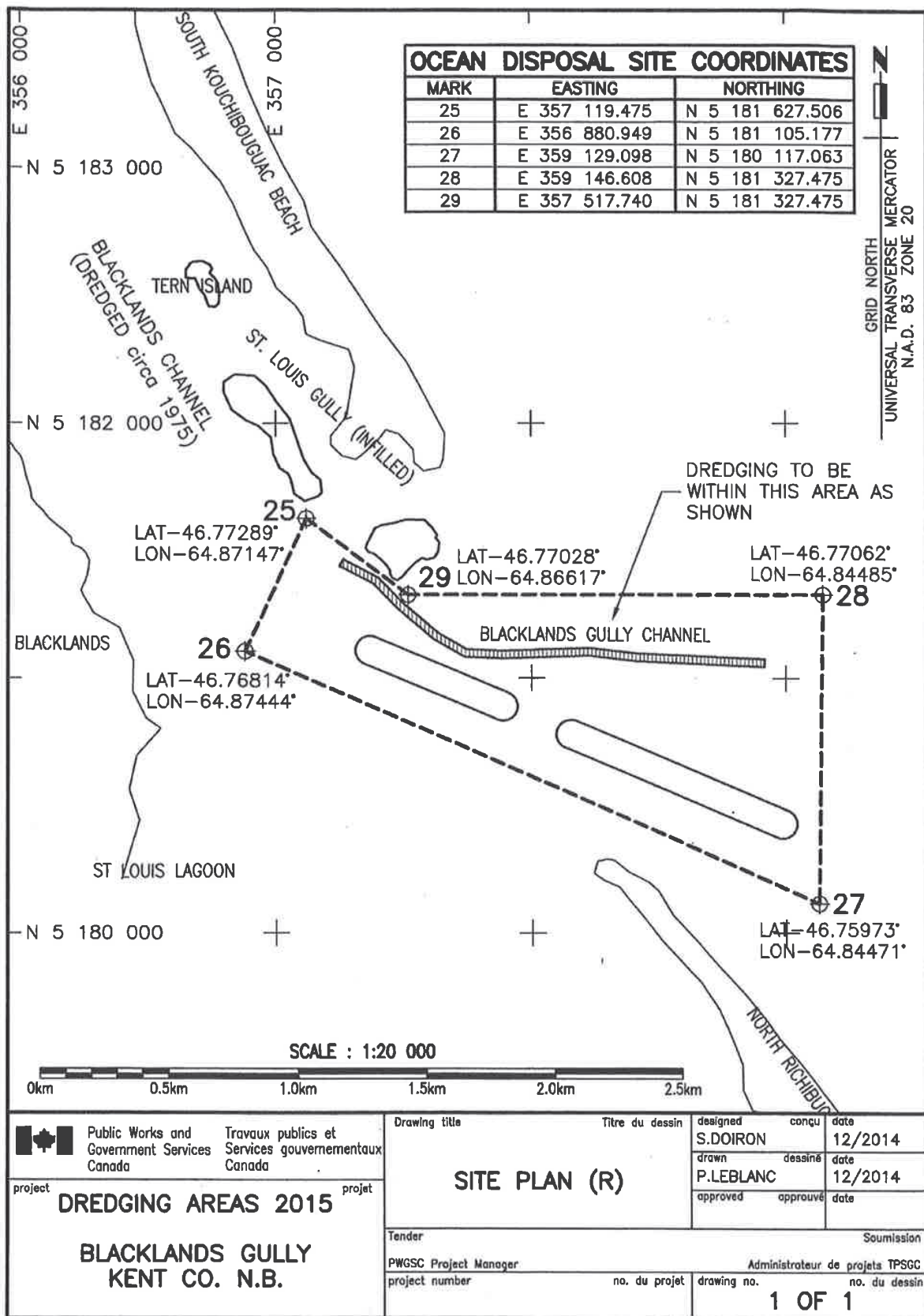
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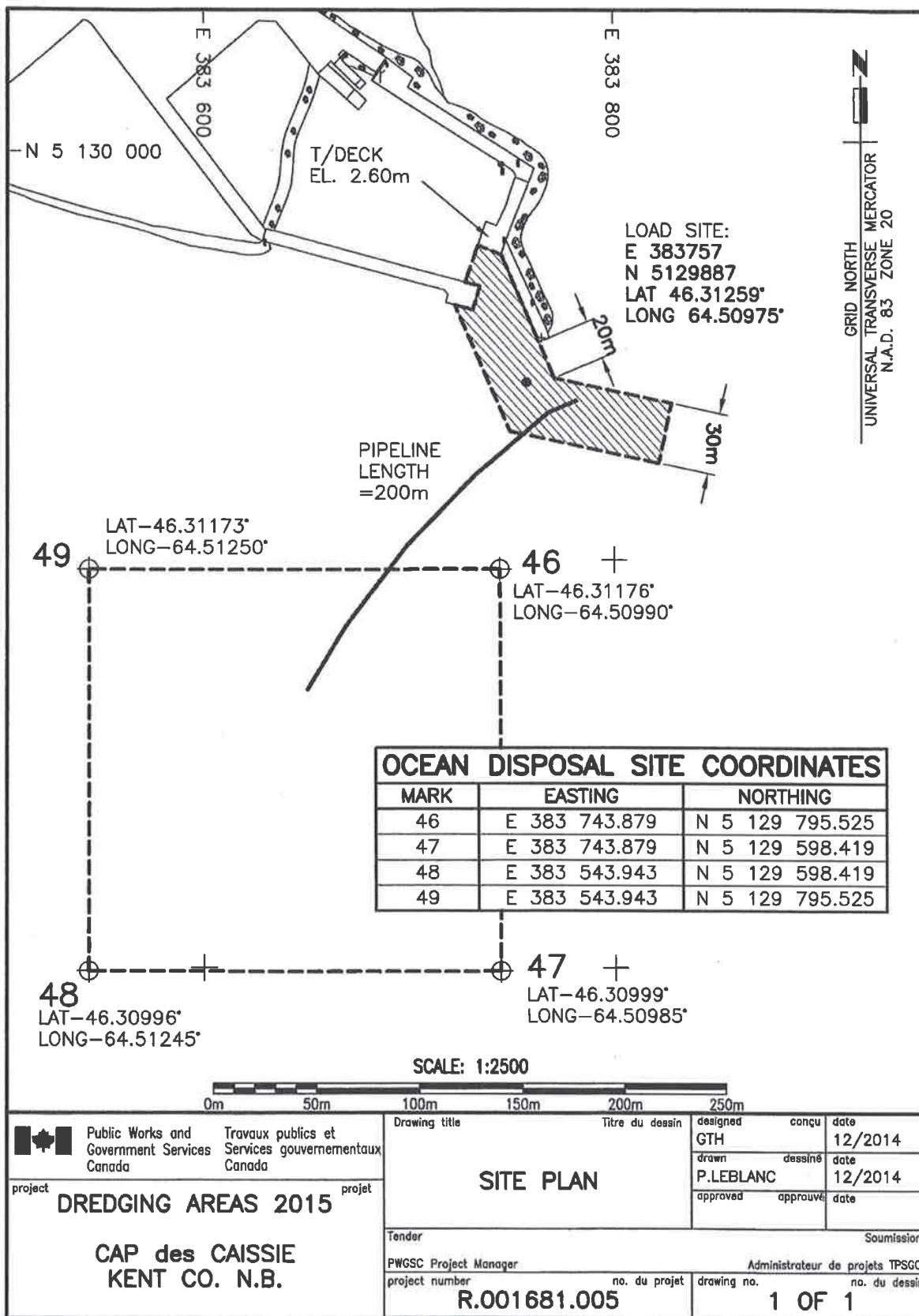
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		drawn P.LEBLANC	dessiné P.LEBLANC	date 12/2014
project <b>DREDGING AREAS 2015</b> <b>BARRE DE COCAGNE</b> <b>KENT CO., N.B.</b>	Tender PWGSC Project Manager	Soumission Administrateur de projets TPSGC		
	project number	no. du projet	drawing no. <b>1 OF 1</b>	no. du dessin

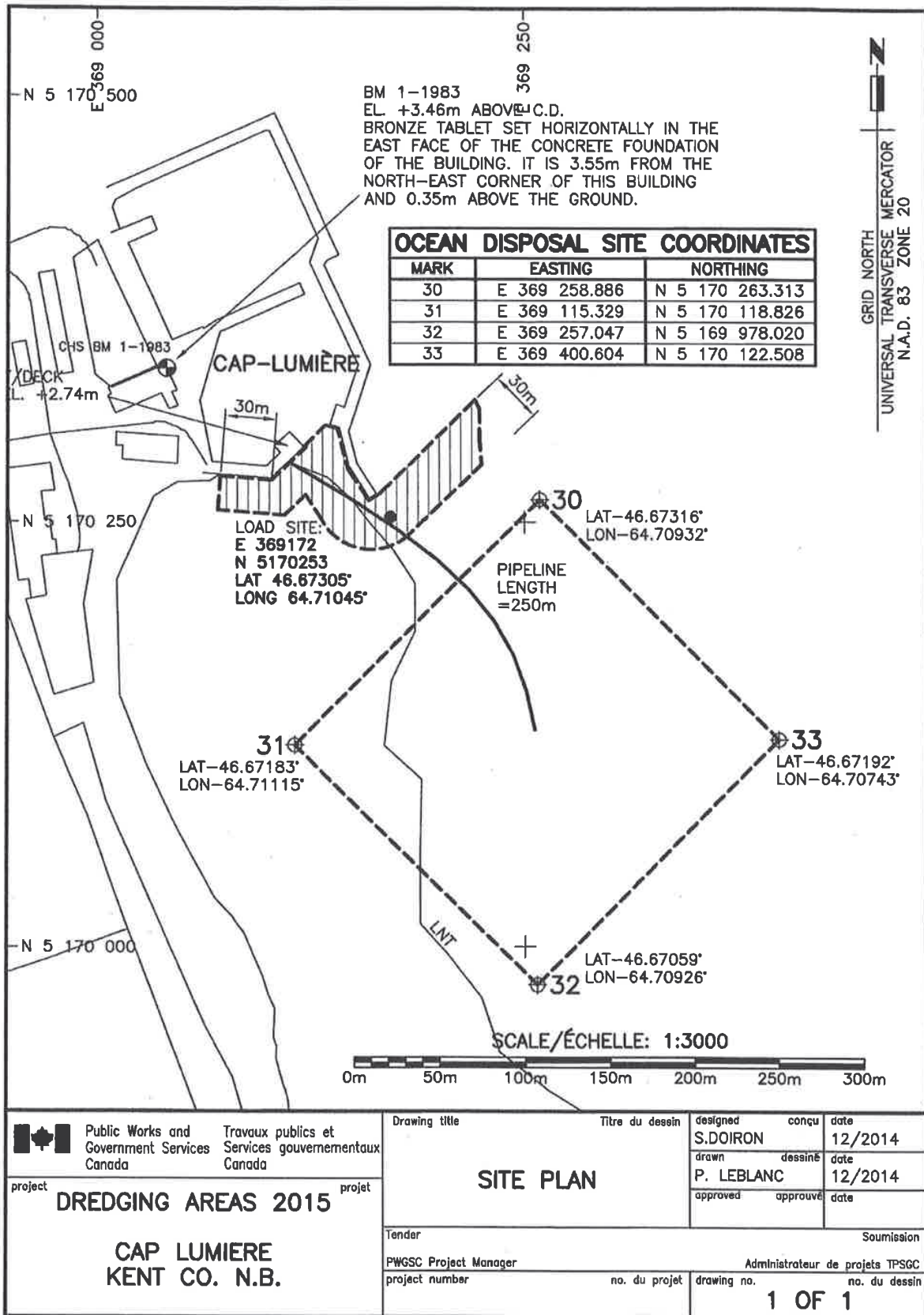


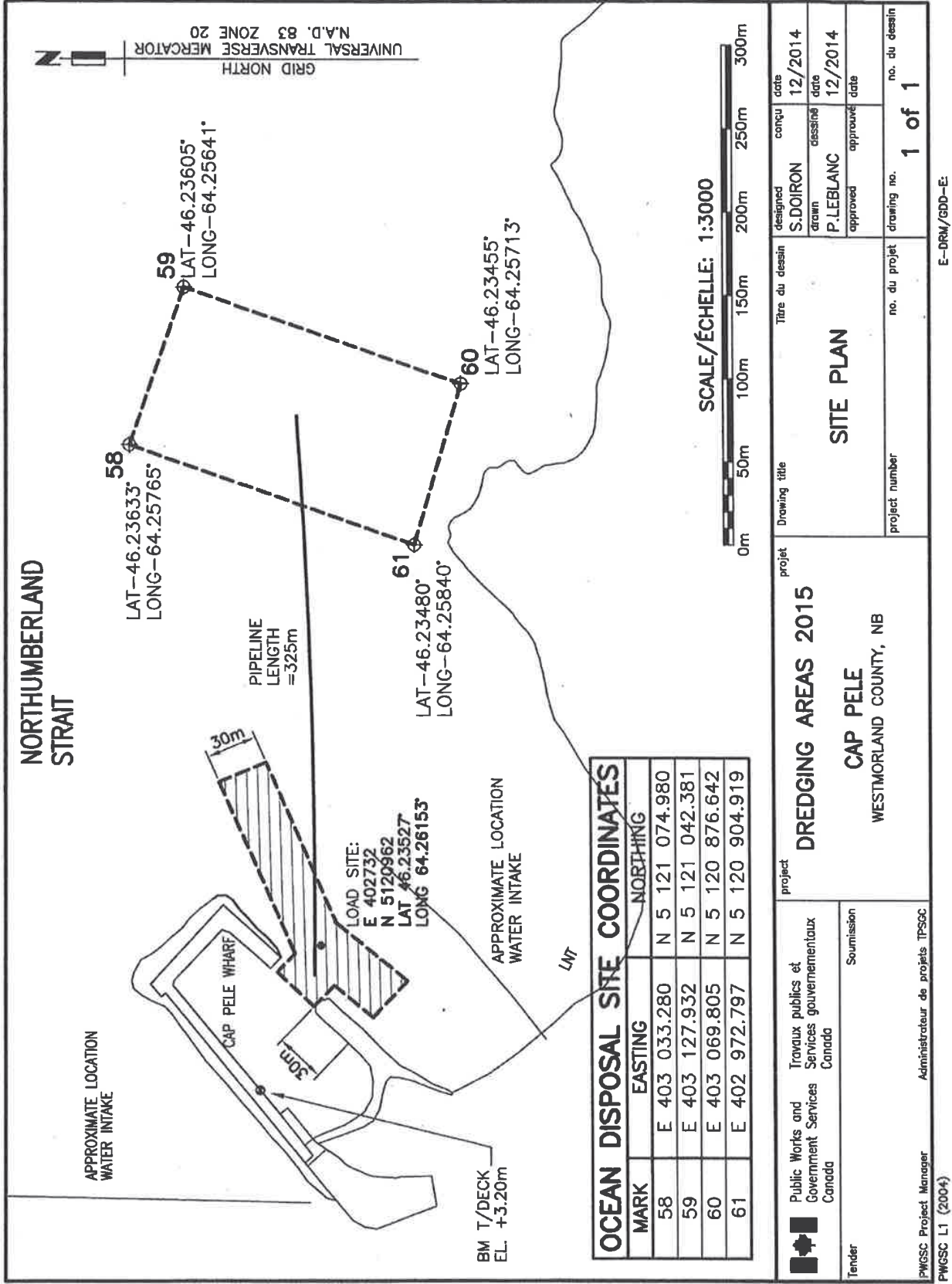
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PWGSC Project Manager		Administrateur de projets TPSGC		PWGSC L1 (2004)	
Submission		Soutmission		1 of 1	
no. du projet		drawing no.		no. du dessin	
project number		1		1	
Drawing title		S. DOIRON		12/2014	
project		designed		date	
DREDGING AREAS 2015		drawn		date	
BOTSFORD WESTMORLAND CO. N.B.		P. LEBLANC		12/2014	
		approved		date	
		approved		date	



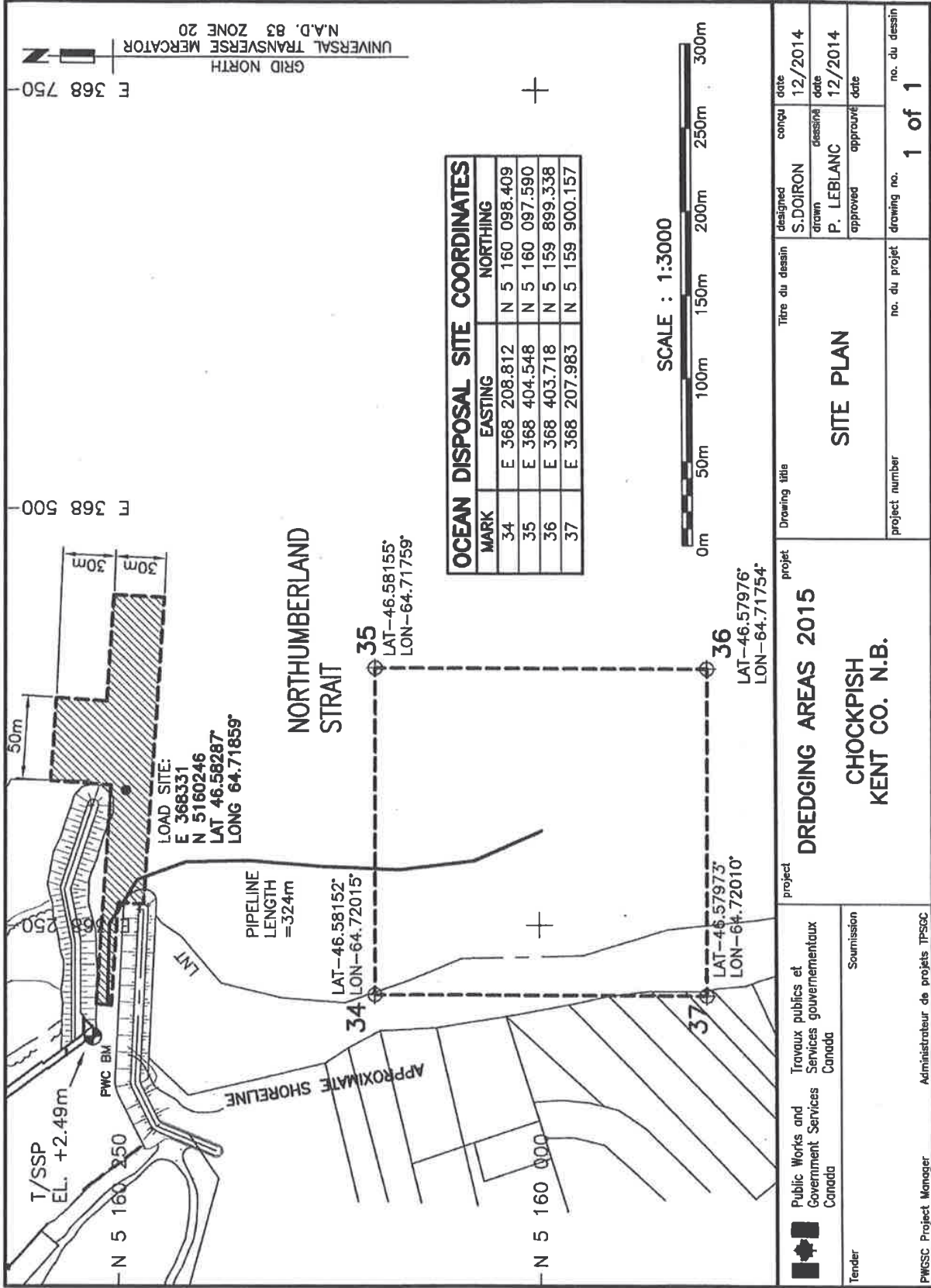






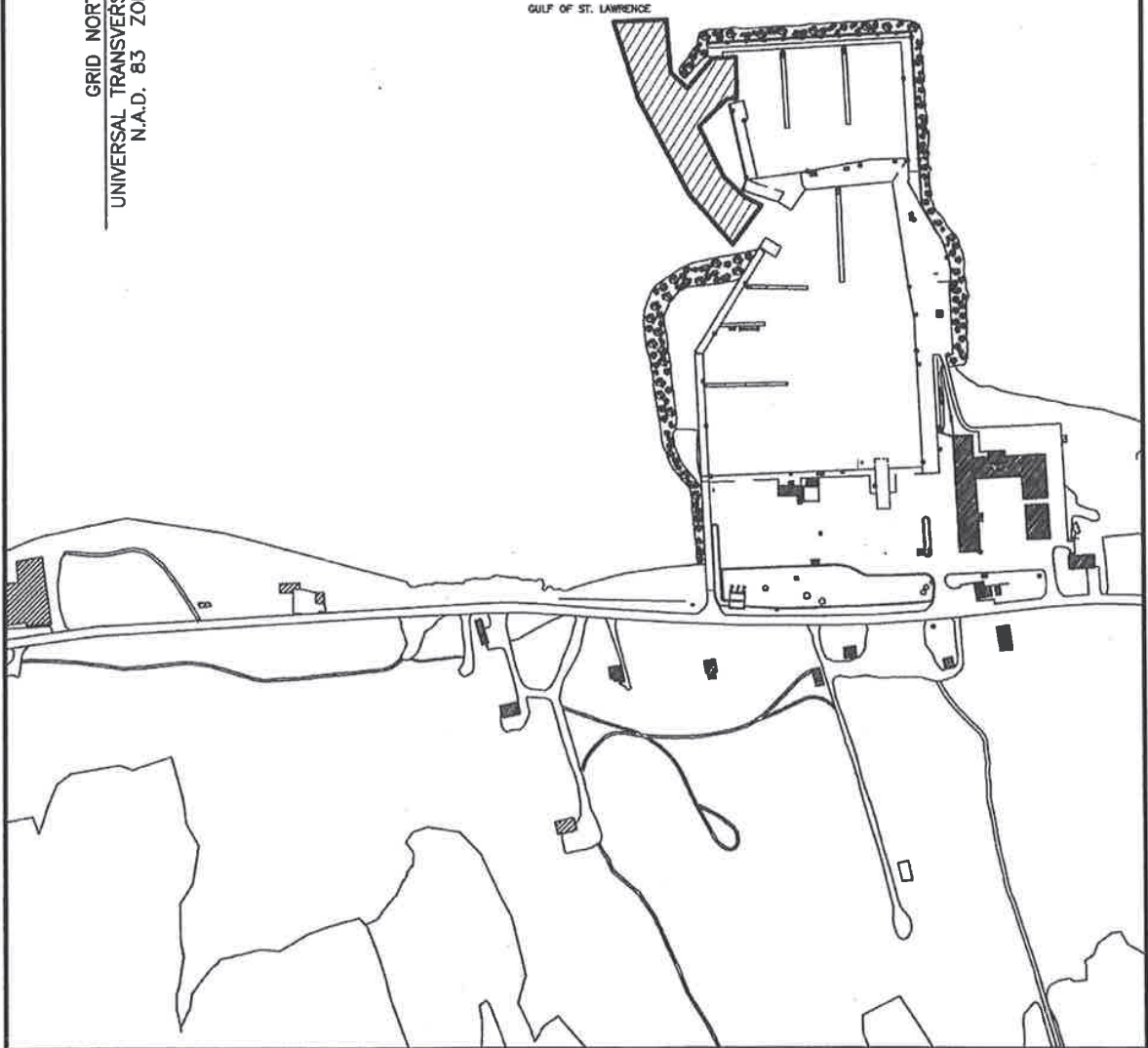





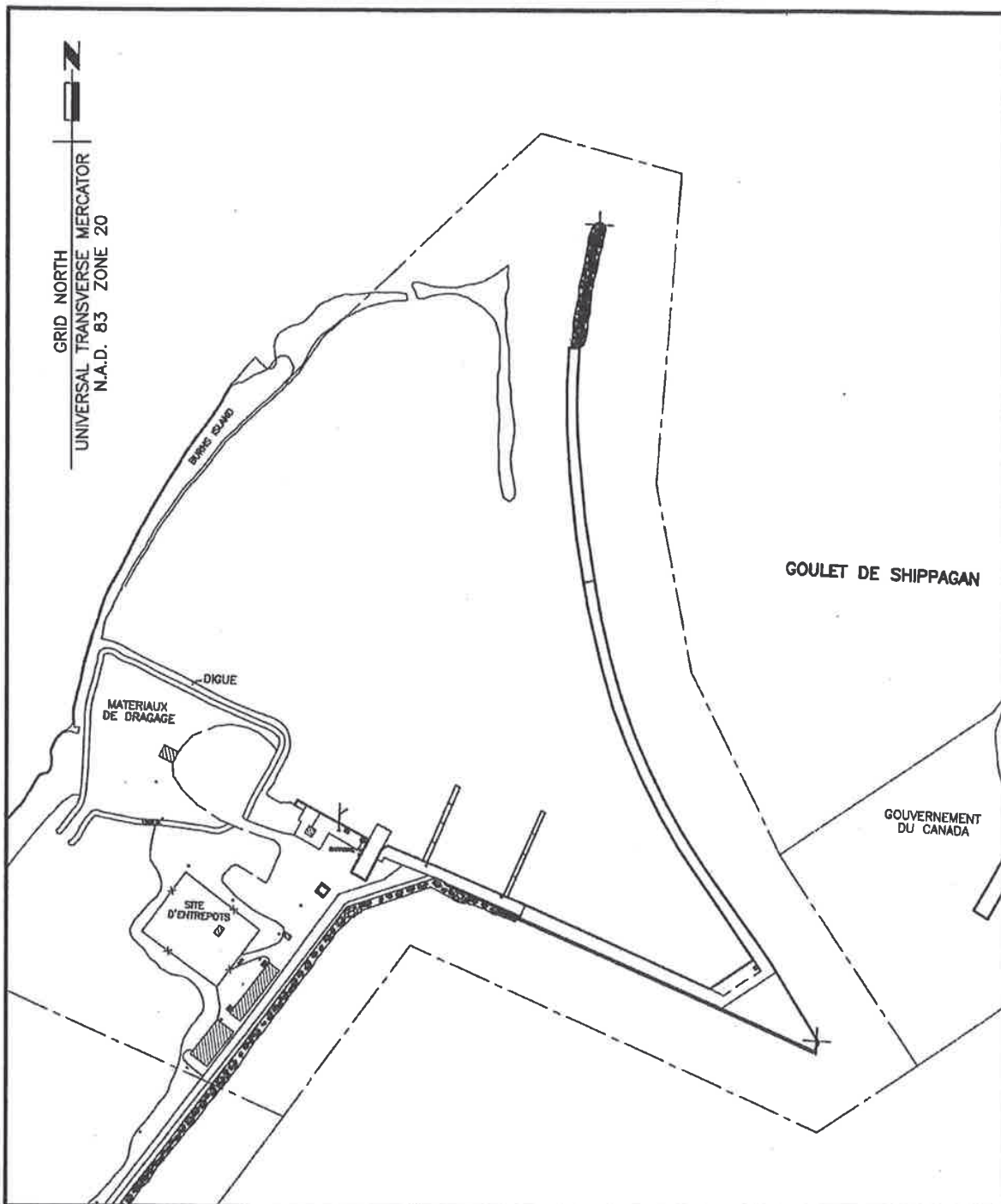



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UNIVERSAL TRANSVERSE MERCATOR  
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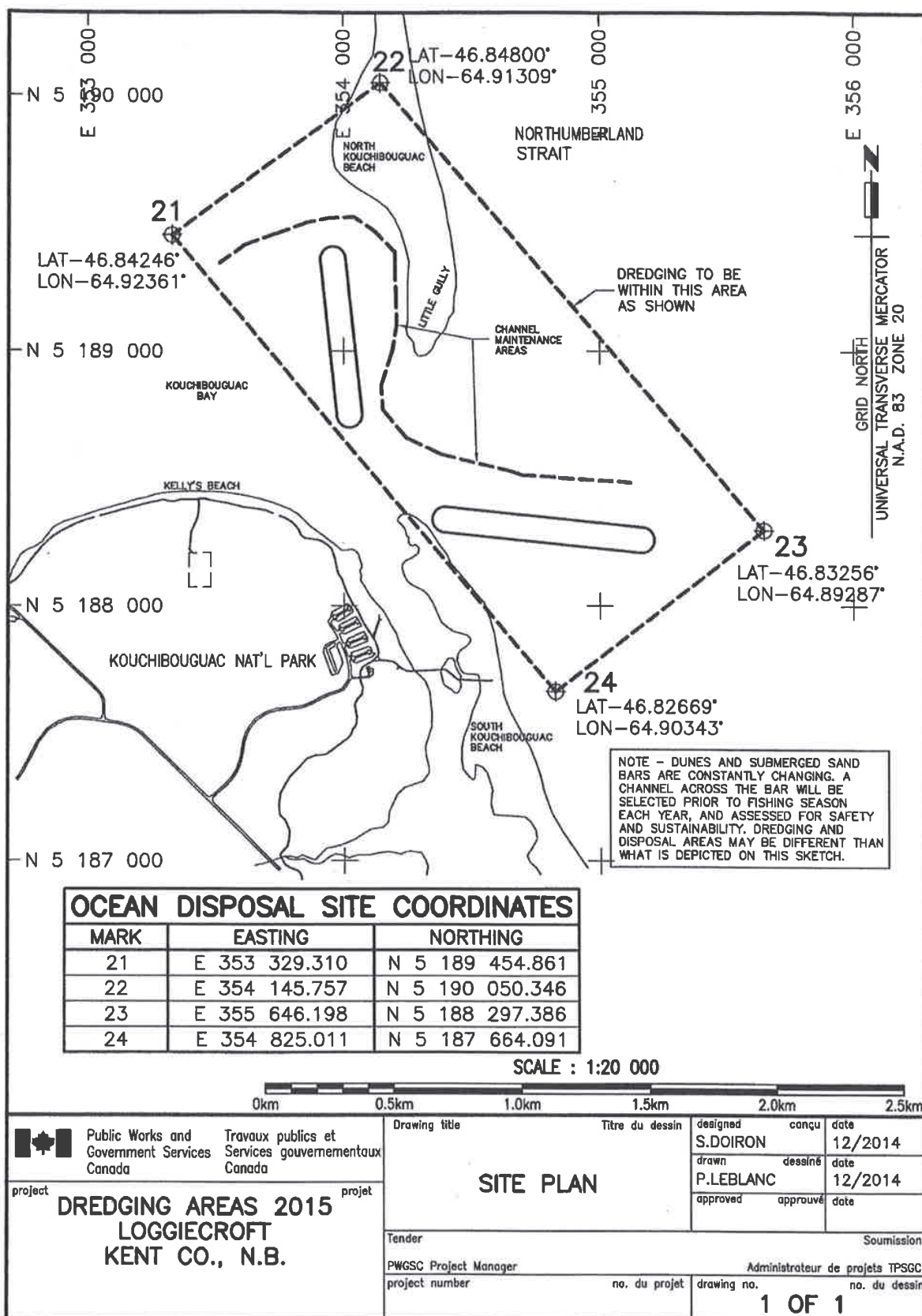
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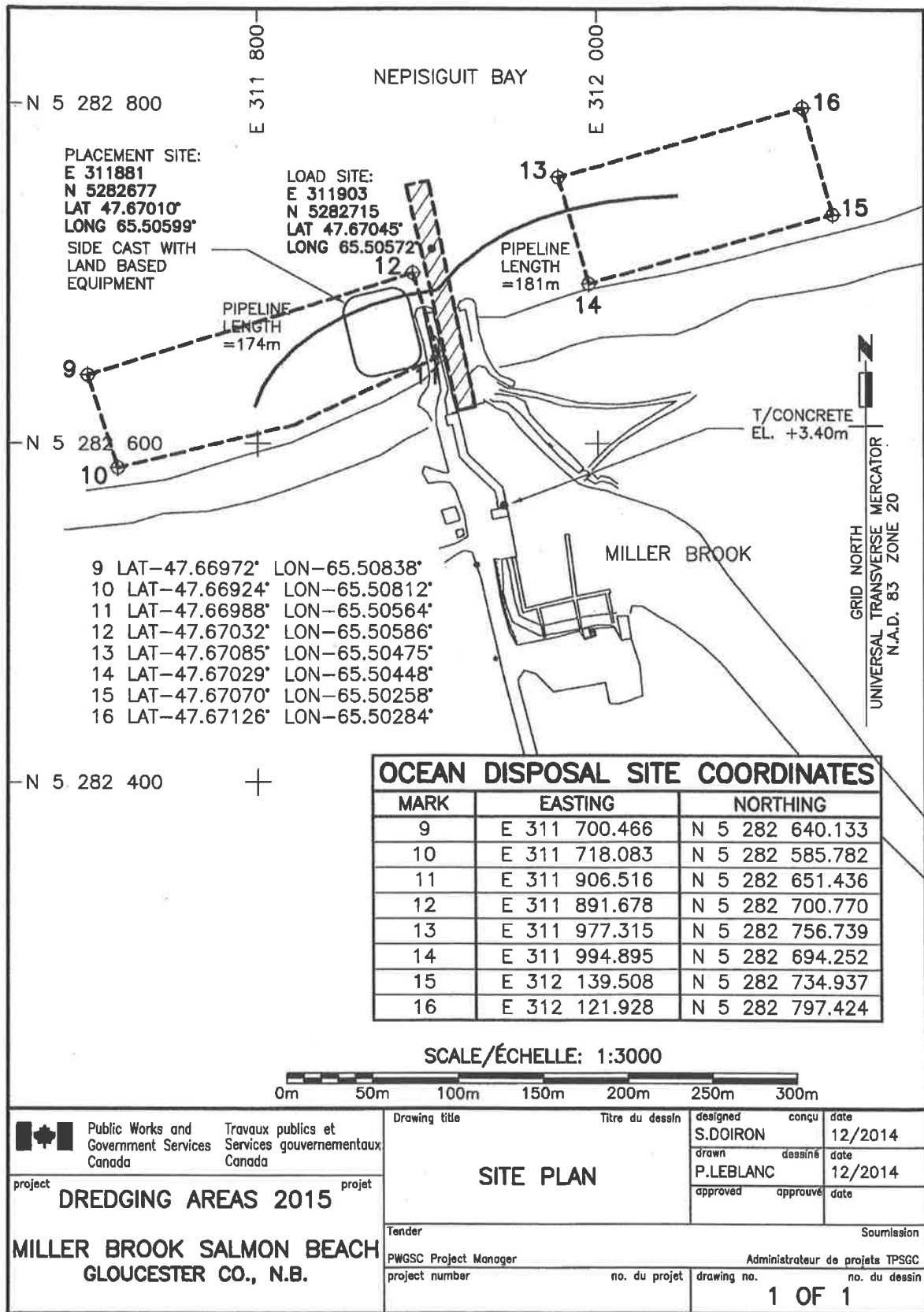
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project DREDGING AREAS 2015		project 		SITE PLAN		G.HOLDER		11/2013	
ESCUMINAC NORTHUMBERLAND CO., N.B.		project number		no. du projet		drawn dessiné P.LEBLANC		date date 11/2013	
Tender PWGSC Project Manager		project number		no. du projet		approved approuvé		date date	
Soumission		Administrateur de projets TPSGC		drawing no. no. du dessin		1 OF 1		1 OF 1	

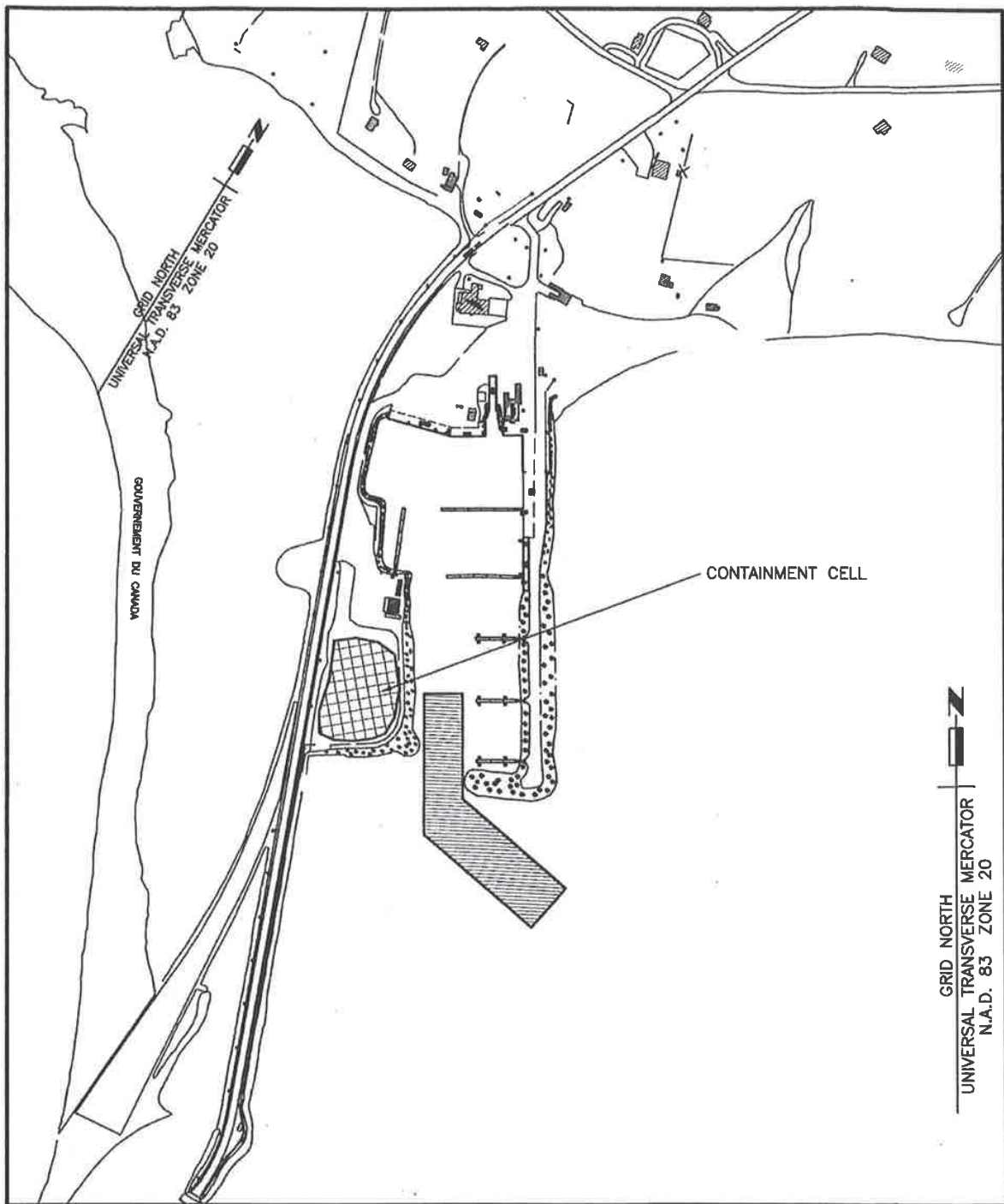



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project <b>DREDGING AREAS 2015</b> projet		Tender PWGSC Project Manager project number		Soumission Administrateur de projets TPSGC no. du projet drawing no. <b>1 OF 1</b> no. du dessin	
<b>LE GOULET</b> <b>GLOUCESTER CO., N.B.</b>					



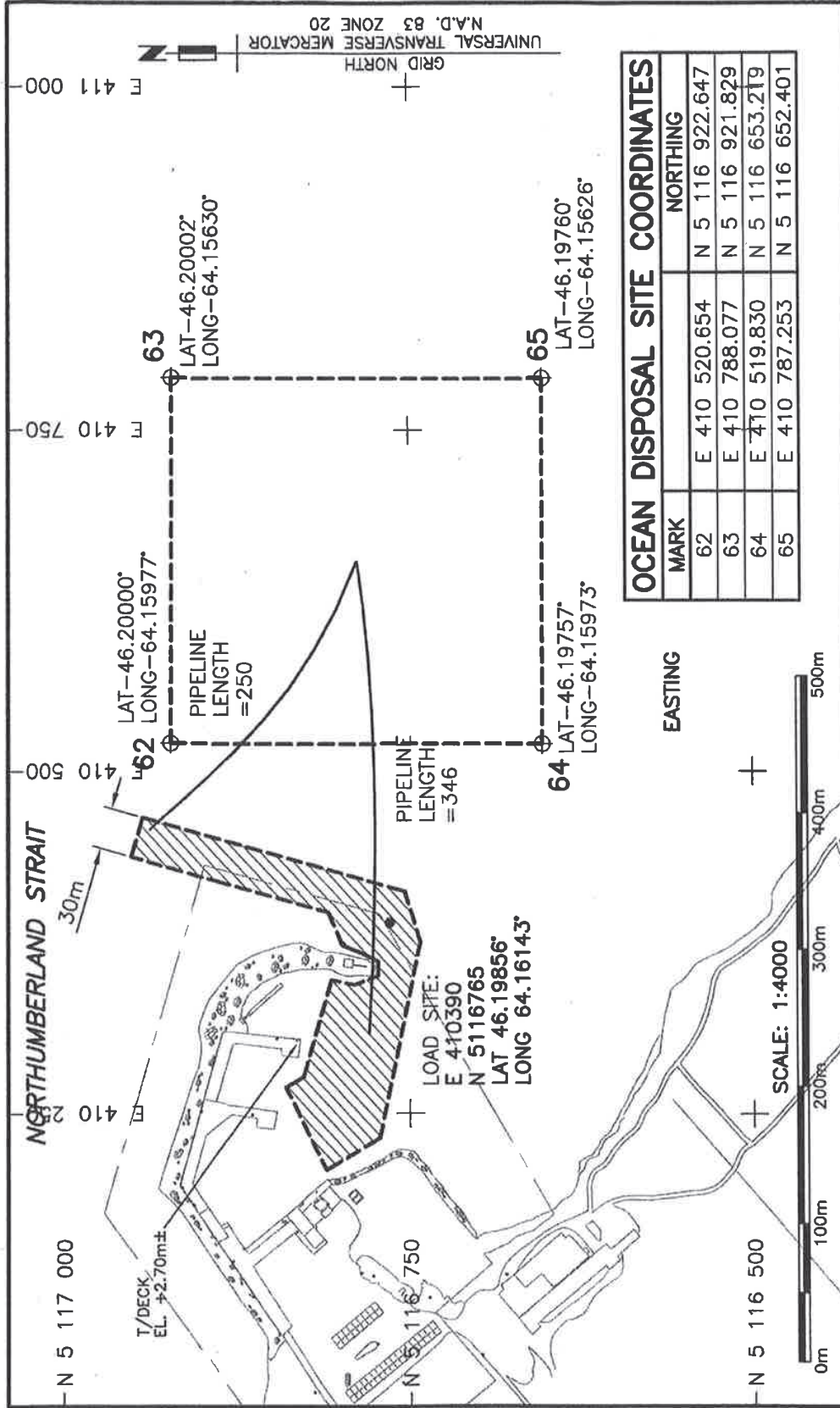






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<b>MISCOU GLOUCESTER CO., N.B.</b>		drawing no. <b>1 OF 1</b>		approved P.LEBLANC date 11/2013	



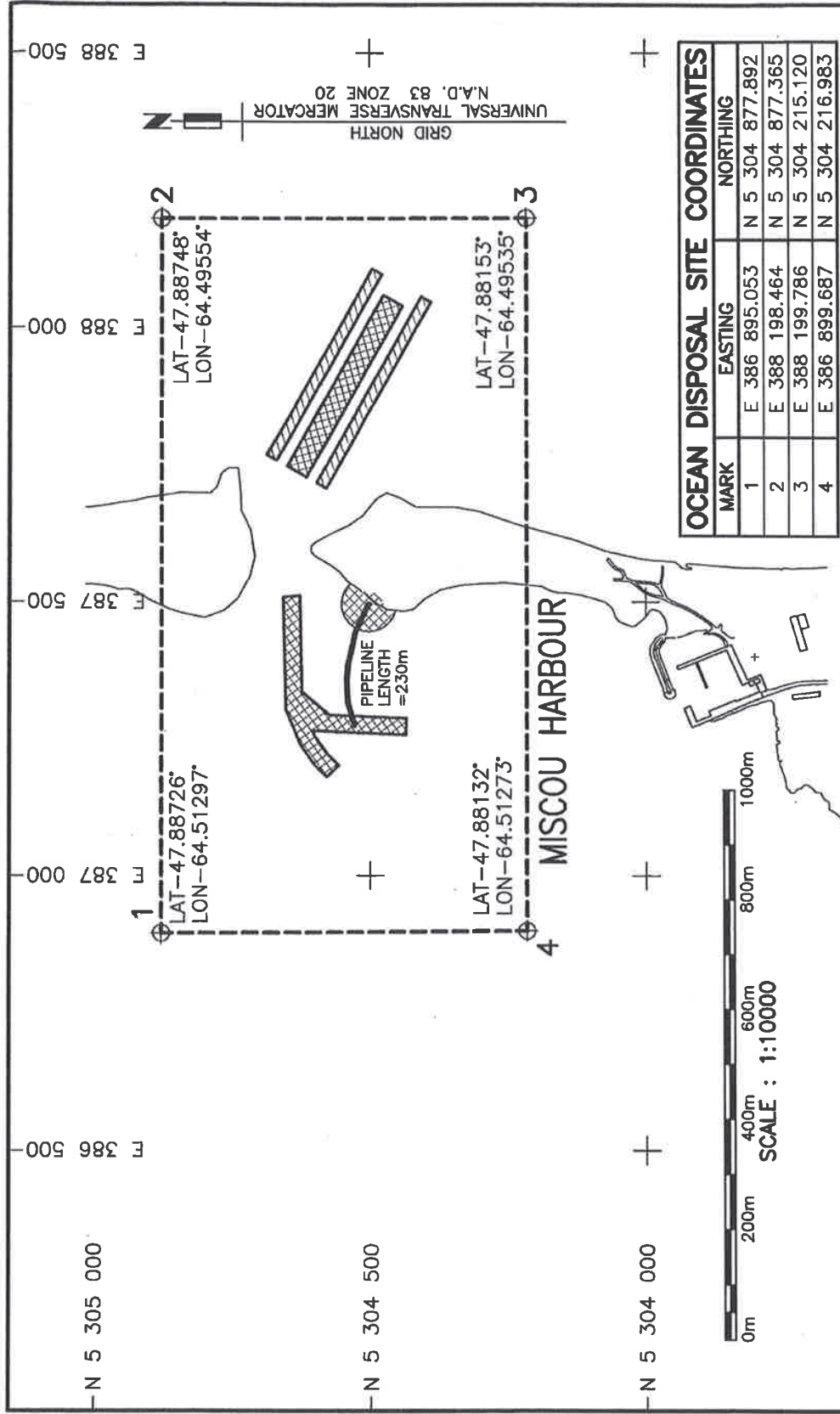


# OCEAN DISPOSAL SITE COORDINATES

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65	E 410 787.253	N 5 116 652.401

<b>Public Works and Government Services Canada</b> Travaux publics et Services gouvernementaux Canada	<b>project</b> DREDGING AREAS 2015		<b>project</b> PETIT-CAP WESTMORLAND CO. N.B.
	<b>Drawing title</b> SITE PLAN		<b>project number</b> no. du projet 1 of 1
<b>Tender</b> PWGSC Project Manager PWGSC L1 (2004)	<b>Submission</b> Administrateur de projets TPSCG	<b>designed</b> S. DOIRON draw P. LEBLANC approved approved	<b>date</b> 12/2014 date 12/2014 date 12/2014





Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada	project	Drawing title <b>DREDGING AREAS 2015</b> <b>PIGEON HILL</b> <b>GLOUCESTER CO. N.B.</b>		Titre du dessin <b>S.DOIRON</b> 12/2014	
	Tender PWGSC Project Manager PWGSC L1 (2004)	Submission Administrateur de projets TPSGC	SITE PLAN		date 12/2014
no. du projet 1 of 1		drawing no. 1 of 1		no. du dessin 1 of 1	

