



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

**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

Title - Sujet Land Based Dredging-Variou s NB	
Solicitation No. - N° de l'invitation EC015-162217/A	Date 2016-02-16
Client Reference No. - N° de référence du client R.001681.001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3827
File No. - N° de dossier PWB-5-38211 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-08	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB	Buyer Id - Id de l'acheteur pwb004
Telephone No. - N° de téléphone (506)636-4541 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Dominion Public Building 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI12.

INTEGRITY PROVISIONS - OFFER

Important changes have been made to the Integrity Provisions - Offer as of July 3rd 2015. See GI01, Integrity Provision-Offer of R2410T of the General Instructions for more information

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2015-07-03) Integrity Provisions – Offer

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement" is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy*.

"Affiliate" is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control" means

- a. direct control, such as where:
 - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - iv. the general partner of a limited partnership controls the limited partnership; and
 - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
 - a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
 - a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
 - i. any securities of the entity that are beneficially owned by that person, and

- ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility" means not eligible for contract award.

"Suspension" means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Offerors must comply with the Code of Conduct for Procurement and be eligible for contract award under the Ineligibility and Suspension Policy. In addition, Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the offer solicitations and resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting a offer, offerors confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined by the Minister of PWGS, after contract award, that the Offeror made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default.

3. List of Names

- a. Offerors who are incorporated, including those offering as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors offering as sole proprietorship, as well as those offering as a joint venture, must provide the name of the owner(s). Offerors offering as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- c. The Offeror must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting a bid, the Offeror certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Offeror, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting a offer, the Offeror certifies that neither it nor any of its Affiliates have directly or

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indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

6. Canadian Offences Resulting in Legal Incapacity

By submitting a offer, the Offeror certifies that:

- a. it and the Affiliates of the Offeror have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the Criminal Code and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a offer, the Offeror certifies that:

- a. the Offeror and the Affiliates of the Offeror have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
 - iii. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - iv. section 327 (*False or deceptive statements*) of the Excise Tax Act, or

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- v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act, or
- vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act; or
- b. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible for contract award as described in (a).

8. Foreign Offences

By submitting a offer, the Offeror certifies that:

- a. the Offeror and its Affiliates have not, in the last three years, from the offer submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - i. the court, before which the Offeror or its Affiliate appeared, acted within the court's jurisdiction;
 - ii. the Offeror or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud, and
 - iv. the Offeror or its Affiliate was entitled to present to the court every defense that the Offeror or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract as described in (a).

9. Ineligibility for Contract Award

- a. The Offeror confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Offeror or its Affiliate is ineligible to be awarded a contract, subject to a Public Interest Exception.
- b. The Offeror confirms that it understands that it is ineligible for contract award where it has been so determined by the Minister of PWGS under the Ineligibility and Suspension Policy and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Offeror or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian

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Offences and the Foreign Offences subsections, the Offeror must provide with its offer the completed Declaration Form, to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Offeror or its Affiliate that has been convicted of certain offences is, ineligible to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Offeror or an Affiliate of the Offeror has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Offeror or an Affiliate of the Offeror has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the offer submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Offeror or an Affiliate of the Offeror has been found responsible, as the case may be, in the last three years, from the offer submission date, the period of ineligibility for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Offeror or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the Criminal Code;
- d. received a record of suspension ordered under the Criminal Records Act; and
- e. been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

13. Foreign Pardons

A determination of ineligibility for entering into government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Offeror or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Offeror confirms that it understands that a determination of ineligibility for entering into government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The

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period of ineligibility applicable to that Offeror or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Offeror confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Offeror to be ineligible to be awarded contracts for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Offeror confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Offeror

The Offeror confirms that it understands that the Minister of PWGS may suspend a Offeror from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Offeror has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Offeror has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Offeror by the Minister of PWGS.

18. Third Party Validation

The Offeror confirms that it understands that where it or any of the Offeror's Affiliates has been subject to a period of ineligibility to be awarded contracts, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Offeror must provide by offer closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this offer non-responsive.

19. Subcontractors

The Offeror must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the resulting contract.

20. Public Interest Exception

The Offeror confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the Criminal Code, Canada may enter in a contract with a Offeror, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
 - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
 - ii. the Offeror is the only person capable of performing the contract;
 - iii. the contract is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;

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- iv. not entering into the contract with the Offeror would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only enter into a contract with a Offeror under this subsection where the ineligible Offeror has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

GI02 (2014-03-01) Completion of Offer

1. The offer shall be
 - a. submitted on the Price proposal form;
 - b. based on the Offer Documents listed in the Special Instructions to Offerors;
 - c. correctly completed in all respects;
 - d. signed by a duly authorized representative of the Offeror; and
 - e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI03 (2007-05-25) Identity or Legal Capacity of the Offeror

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

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prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 (2013-04-25) Applicable Taxes

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI05 (2007-05-25) Capital Development and Redevelopment Charges

For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 (2010-01-11) Listing of Subcontractors and Suppliers

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 (2014-03-01) Submission of Offer

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
 - a. the offer shall be in Canadian currency;
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 (2011-05-16) Revision of Offer

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1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the RFSO. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may 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).

GI09 (2013-04-25) Rejection of Offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
 - b. the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii GI09, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;

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- b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI10 (2010-01-11) Offer Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 (2012-07-16) Procurement Business Number

Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Offerors may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Offerors may contact the nearest [Supplier Registration Agent](#).

GI12 (2013-04-25) Compliance with Applicable Laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.

3. Failure to comply with the requirements of paragraph 2) of G12 shall result in disqualification of the offer.

GI13 (2010-01-11) Approval of Alternative Materials

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

GI14 (2010-01-11) Performance Evaluation

1. 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 offering privileges on future work may be suspended indefinitely.
2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI15 (2011-05-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to two (2) Standing Offers, each for a period of two (2) years. The total dollar value of all Standing Offers is estimated to be \$561,892.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$100,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 of the General Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

SI03 OFFER DOCUMENTS

1. The following are the offer documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Offerors;
 - c. General Instructions to Offeror's- Construction Services
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Specifications and drawings;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

Offers received by fax will be accepted as official.

GI07, add following paragraph;

5. Offers received by fax will be accepted as official and must meet the following requirements

- a. Must be completed on the Price Proposal Form
- b. Must indicate

Request for standing offer number
Solicitation number
Offeror's name
Closing Date and Time

- c. Must be received before offer closing time at fax number (506) 636-4376.

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SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five (5) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Gisèle Doucet
 Supply Specialist, Real Property Contracting
 Acquisitions Branch
 Public Services and Procurement Canada
 Room 405, 189 Prince William Street
 Saint John, N.B.
 E2L 2B9

Telephone – (506) 636-4541
 Facsimile – (506) 636-4376
 E-mail address – gisele.doucet@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI06 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI07 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI08 REVISION OF OFFER

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An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (506) 636-4376.

SI09 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of sixty (60) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI10 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2. of SI10 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
 - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the request for proposal.
5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors – Construction Services".

SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors offering 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. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.

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4. Signed certifications (Appendix 5) 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 trades people, 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* 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.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 5

If you accept fill out and sign Appendix 5

** The journey person-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.*

SI11 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from April 1, 2016 to March 31, 2018.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$100,000 (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - . For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829.

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3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is :

Name : Gisele Doucet
 Title : Supply Specialist, Acquisitions Branch
 Department : Public Services and Procurement Canada
 Division : Real Property Contracting
 Telephone : 506-636-4541
 Facsimile: 506-636-4376
 E-mail : gisele.doucet@pwgsc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and its revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is :

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups – WILL BE AVAILABLE AT TIME OF AWARD.

Name : _____
 Title : _____
 Department : _____
 Division : _____
 Telephone : ____ - ____ - _____
 e-mail : _____

The selected contractor for the standing offer is :

Name : _____
 Contact : _____
 Address : _____
 Telephone : ____ - ____ - _____
 e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC02 INSURANCE TERMS

- 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

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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 and be maintained throughout the duration of the standing offer period.
- (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 offer, 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.

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CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the “call up” contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2015-07-09);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC9	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes under GC6.4.1 Supplementary Conditions	R2950D	(2015-02-25);
- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
- g. 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 above 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 Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Price Proposal Form submitted.

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APPENDIX 1 - PRICE PROPOSAL FORM

Standing Offer Land Based Dredging, Various Locations Restigouche, Gloucester, Northumberland and Kent Cos., N.B.

The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.

Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Item	Description	Unit of Measure	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
1	Mobilization and Demobilization	Lump sum	60		
2	Dredging, Disposal site less than 2 Km	CMTM	75,000		
3	Dredging, Disposal site more than 2 Km weight restriction premium	Allowance	1	\$15,000.00	\$15,000.00
4	Excavator, Crane	Hour	250		
5	Dozer, Front End Loader	Hour	100		
6	Minor Works	Allowance	1	\$20,000.00	\$20,000.00

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.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluation 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 Evaluation Price.

Costs will be evaluated on the Total Estimated Amount.

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APPENDIX 3 – SPECIFICATIONS

See attachment

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APPENDIX 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Appendix 3). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

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 be recommended for issuance of a Standing Offer.

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APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months as included a Annex C

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:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex A

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ANNEX B - CERTIFICATE OF INSURANCE (Not required at offer closing)

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Standing Offer - Land Based Dredging, Various Locations, Restigouche, Gloucester, Northumberland and Kent Cos., N.B.	Contract No. N/A <hr/> Project No. R.001681.001
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

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
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

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
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
				\$		

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

CERTIFICATE OF INSURANCE Page 2 of 2

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.

<u>Section</u>	<u>Title</u>	<u>Pages</u>
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Appendix "A"

Map of north-east New Brunswick

She Jan 20, 2016
[Signature] 2016/01/22

- 1.1 Description .1 Work under this Standing Offer Agreement is for carrying out land based dredging when requested for up to two years which is expected to be between April/May 2016 and April/May 2018, at various public wharves in Restigouche, Gloucester , Northumberland & Kent Counties, New Brunswick.
- The sites include but may not necessarily be limited to the following wharf locations:
- .1 New Mills
 - .2 Miller Brook (Salmon River)
 - .3 Stonehaven
 - .4 Grande-Anse
 - .5 Anse Bleue
 - .6 Miscou
 - .7 Petit-Shippagan
 - .8 Ste.-Marie-St.-Raphaël
 - .9 Pigeon Hill
 - .10 Le Goulet
 - .11 Savoie Landing
 - .12 Val Comeau
 - .13 Neguac
 - .14 Escuminac
 - .15 Pointe Sapin
- See Appendix "A" for a map of north-east New Brunswick locating all the above sites.
- .2 Dredge plant: for this contract dredge plant can be a floating dredge plant or in the case for land based dredging equipment, in can be a crane and excavator.
- 1.2 General .1 Scope of work under this contract includes but shall not be limited to the provision of all labour and equipment required to perform dredging as specified herein.
- .2 The Contractor will be required to provide labour and equipment within 48 hours of notification by the Departmental Representative of a request for dredging unless delays are caused beyond the Contractor's control. Failure to comply with this request could result in calling up services from the other bidders.
- .3 The estimated quantity of material to be dredged for any individual request will usually be approximately 500-1,500 cubic metres truck measurement (CMTM). However, an

1.2 General
(Cont'd)

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

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

1.2 General
(Cont'd)

- .9 The Departmental Representative may request additional work not limited to:
 - .1 The construction of a temporary dredged spoils containment facility
 - .2 The supply and installation of a security fence.
 - .3 Supply of granular material
 - .4 Removal of existing wharf equipment or fishing gear.
 - .5 Supply and installation of floating silt curtain.
 - .6 Fine grading/seeding

The cost of doing the additional work will be negotiated and approved before work begins on the item.

1.3 Quantities

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

1.4 Permits,
Certificates
and Fees

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

1.5 Inspection
of Sites

- .1 Before submitting his tender, it is recommended that the Contractor visit all of the sites in order to familiarize himself with existing conditions and to examine all other details which could affect the cost of the work. Ignorance of local conditions shall not at any time constitute a valid reason for claiming extra costs.

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

Fees for the use private property must be paid in full to the land owners before making a request for final contract payment. Failure to meet the land owners requirements may result in delay of contract payment or lost of dredging opportunity.
- 1.13 Harbour Authority .1 Contractor to contact the Wharf Managers or representatives of the Harbour Authorities prior to begin work. A current list of the wharf managers for each location is available at the office of the Departmental Representative.
- 1.14 Taxes .1 Pay applicable Federal, Provincial and Municipal taxes. Refer to the "Notice to Tenderers" regarding the Goods and Services tax.
-

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- 1.15 Documents Required .1 Maintain at job site, one copy each of the following:
- .1 Contract Drawings
 - .2 Specifications
 - .3 Addenda
 - .4 Other modifications to Contract
 - .5 Permits and approvals
 - .6 Copy of Health and Safety Plan
 - .7 Copy of New Brunswick Occupational Health and Safety Act.
- 1.16 Contractor's Use of Site .1 The Contractor's use of site is limited to the locations of the dredging operations and as specified herein.
- .2 Access to work site is to be provided over existing wharf approach.
- .3 The Contractor is to note that access being provided over existing structures is to be used by other wharf users. As a result, the Contractor is to co-operate with the Departmental representative and schedule his use of this access to permit usage by other wharf users. The Contractor should also note that access may be limited to one lane of traffic to the location of work depending on wharf activity.
- .4 The Contractor will not be responsible to move and replace lobster traps, electrical wires, power lines, derricks, poles, sheds, fuel lines, pumps or any obstacles which may hinder the work progress. A price will be negotiated with the Departmental Representative.
- 1.17 Co-operation and Assistance to Departmental representative .1 Co-operate with Departmental Representative on inspection work and provide any assistance requested.
- .2 On request of Departmental Representative, furnish use of such boats, equipment, labour and materials forming ordinary and usual part of dredging as may be reasonably necessary to inspect the work. The Contractor will provide an approved duty boat under this contract. The boat will be on duty at all times throughout the duration of the contract (i.e when call-up is made). It will also be available for the
-

Land Based Dredging
Various Locations
R.001681.001

Summary of Work

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1.17 Co-operation .2 (Cont'd)
and Assistance use of the Departmental representative or his
to Departmental Representative when required.
representative
(Cont'd)

1.1 DEFINITIONS

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

1.2 SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00.
 - .2 Submit site-specific Health and Safety Plan prior to commencement of Work.
 - .1 Submit within five 5 work days of notification of Bid Acceptance. Provide 2 copies.
 - .2 Departmental Representative will review Health and Safety Plan and provide comments.
 - .3 Revise the Plan as appropriate and resubmit within 5 work days after receipt of comments.
 - .4 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
 - .5 Submit revisions and updates made to the Plan during the course of Work.
-

1.2 SUBMITTALS
(Cont'd)

- .3 Submit name of designated Health & Safety Site Representative and support documentation specified in the Safety Plan.
- .4 Submit building permit, compliance certificates and other permits obtained.
- .5 Submit copy of Letter in Good Standing from Provincial Workers Compensation or other department of labour organization.
 - .1 Submit update of Letter of Good Standing whenever expiration date occurs during the period of Work.
- .6 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .7 Submit copies of incident reports.
- .8 Submit WHMIS MSDS - Material Safety Data Sheets.

1.3 COMPLIANCE
REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act for Province of New Brunswick, and General Regulations made pursuant to the Act.
- .2 Comply with Canada Labour Code ~ Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations (COSH) as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at:
[www.http://laws.justice.gc.ca/en/L-2/](http://laws.justice.gc.ca/en/L-2/)
 - .2 COSH can be viewed at:
[www.http://laws.justice.gc.ca/eng/SOR-86-304/n_e.html](http://laws.justice.gc.ca/eng/SOR-86-304/n_e.html)
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9 Tel: (819) 956-4800 (1-800-635-7943) Publication No. L31-85/2000 E or F)
- .3 Observe construction safety measures of:
 - .1 Part 8 of National Building Code
 - .2 Municipal by-laws and ordinances.
- .4 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
- .5 Maintain Workers Compensation Coverage in good standing for duration of Contract.

- 1.3 COMPLIANCE REQUIREMENTS (Cont'd) .5 (Cont'd)
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.
- .2 Isolate Work Site from other areas of the premises by use of appropriate means.
- .1 Erect fences, hoarding, barricades and temporary lighting as required to effectively delineate the Work Site, stop non-authorized entry, and to protect pedestrians and vehicular traffic around and adjacent to the Work and create a safe environment. [See Section [01 50 00] for minimum acceptable requirements].
- .2 Post signage at entry points and other strategic locations indicating restricted access and conditions for access.
-

1.5 SITE CONTROL
AND ACCESS
(Cont'd)

- .2 (Cont'd)
- .3 Use professionally made signs with bilingual message in the 2 official languages or international known graphic symbols.
- .3 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.
- .4 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.
- .5 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm. [Provide security guard where adequate protection cannot be achieved by other means].

1.6 PROTECTION

- .1 Give precedence to safety and health of persons and protection of environment over cost and schedule considerations for Work.
- .2 Should unforeseen or peculiar safety related hazard or condition become evident during performance of Work, immediately take measures to rectify situation and prevent damage or harm. Advise Departmental Representative verbally and in writing.

1.7 FILING OF
NOTICE

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

1.8 PERMITS

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

1.9 HAZARD
ASSESSMENTS

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

1.10 PROJECT/SITE
CONDITIONS

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

1.11 MEETINGS

- .1 Attend pre-construction health and safety meeting, convened and chaired by Departmental Representative, prior to commencement of Work, at time, date and location determined by
-

1.11 MEETINGS
(Cont'd)

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

1.12 HEALTH AND
SAFETY PLAN
(Cont'd)

- .3 (Cont'd)
- .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.
- .5 Address all activities of the Work including those of subcontractors.
- .6 Review Health and Safety Plan regularly during the Work. Update as conditions warrant to address emerging risks and hazards, such as whenever new trade or subcontractor arrive at Work Site.
- .7 Departmental Representative will respond in writing, where deficiencies or concerns are noted and may request re-submission of the Plan with correction of deficiencies or concerns.
- .8 Post copy of the Plan, and updates, prominently on Work Site.

1.13 SAFETY
SUPERVISION

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

1.13 SAFETY
SUPERVISION
(Cont'd)

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

1.14 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to Departmental Representative upon request.
- .3 When unforeseen or peculiar safety-related hazard, or condition occur during performance of Work, follow procedures in place for 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 DEVICES .1 Use powder actuated fastening devices only after receipt of written permission from Departmental Representative.
- 1.21 CONFINED SPACES .1 Abide by occupational health and safety regulations regarding work in confined spaces.
- 1.22 SITE RECORDS .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to Departmental Representative or authorized Safety Officer for inspection.
- 1.23 POSTING OF DOCUMENTS .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on Work Site in accordance with Acts and Regulations of Province having jurisdiction.
- .2 Post other documents as specified herein, including:
.1 Site specific Health and Safety Plan
.2 WHMIS data sheets
-

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HEALTH AND SAFETY
REQUIREMENTS

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END

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.
 - .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,
-

2 DEFINITIONS (Cont'd) .5 Buffer zone: (Cont'd)
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.

5 PETROLEUM, OIL
AND LUBRICANTS
(Cont'd)

- .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.
- .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.

6 DISPOSAL OF
WASTES
(Cont'd)

- .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.
 - .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
-

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- 7 WATER QUALITY .4 (Cont'd)
(Cont'd) .2 (Cont'd)
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 AWPA 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 .1 Abide by municipal and provincial regulations
RESTRICTIONS 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 .1 Become knowledgeable with abide by the
BIRD HABITAT 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.
-

9 BIRD AND
BIRD HABITAT
(Cont'd)

- .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.

10 FISH AND
FISH HABITAT
(Cont'd)

- .4 (Cont'd)
 - .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.
- .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.

12 FIRES

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

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.
- 1.2 Definitions .1 Dredging: excavating, transporting, disposing of, and shaping the material as specified.
- .2 Class "A" material: solid rock requiring drilling , blasting or hydraulic splitting to loosen and boulders or concrete debris with each unit containing 1.5 cubic metres or more.
- .3 Class "B" material: loose or shale rock, silt, kelp, sand, quicksand, mud, shingle, gravel, clay, gumbo, boulders, hardpan, seaweeds, kelp, debris, or any other material not defined under Class "A".
- .4 Debris: pieces of wood, wood fibre, bark, logs, foreign metal objects, steel cable, tires, wire rope, cable, scrap steel and pieces of concrete.
- .5 Grade: plane or planes above which all material is to be dredged.
- .6 Side slope: inclined surface or plane from grade at side limit of dredging area to intersect of original ground line outside of side limit and to be expressed as a ratio of horizontal to vertical.
- .7 "CMTM": cubic metre truck measurement.
- .8 Chart Datum: a permanently established plane from which soundings or tide heights are referenced, which is Low Normal Tide (L.N.T.) for purposes of this standing offer.
- .9 U.T.M.: Universal Transverse Mercator system of co-ordinates based in 1983.
- .10 Cleared: Finally accepted as complying with plans and specifications.
- .11 CEPA: Canadian Environmental Protection Act.

1.3 Dredging
Materials

- .1 The material to be dredged is classified as Class "B" material, and is generally at these locations found to be mostly sand with some traces of silt, clay and debris. Soils report or previous boreholes carried out in the dredge areas of the different sites may be viewed at the office of the Departmental Representative. (see item 1.10 in this section for address of Departmental Representative)

1.4 Schedule
of Work

- .1 Submit to Departmental Representative, within two days of a request for dredging, a schedule of work including time periods during which each operation involved in work will be undertaken up to final completion.
- .2 The work shall be done in an expeditious manner as most requests are in response to hazardous navigational conditions.
- .3 Where applicable, notify the Departmental Representative within one (1) working day of the completion of a dredging operation so after dredging sounding surveys can be carried out at the earliest opportunity.

1.5 Interference
to Navigation

- .1 Be familiar with vessel movements and fishery activities in area affected by dredging operations.
- .2 Plan and execute work, in a manner that will not impede navigation, including movement of vessels at marine structures. Implement mitigative measures if required.
- .3 Plan and execute work, in a manner that will not interfere with fishing operation or access to marine structures by land or water. Implement mitigative measures if required.
- .4 The Departmental Representative or vessel owners will not be responsible for loss of time, equipment, material or any other charges related to interference with moored vessels in the harbour or other Contractor's operations.
- .5 Co-operate with the Wharf Managers and ensure that any actions taken are acceptable to the said Managers and the Department.

1.5 Interference to Navigation (Cont'd) .6 Keep Departmental Representative informed of dredging operations in order that necessary Notices to Mariners will be issued by Canadian Coast Guard, Fisheries & Oceans Canada.

1.6 Regulatory Requirements .1 Perform work, in accordance with National Building Codes of Canada (NBC) and any other municipal, provincial and national codes and regulations, including the provisions of the Canadian Environmental Protection Act. In any case of conflict or discrepancy, the more stringent requirements will apply.

- .2 For most wharf locations, applications have been made by the Departmental Representative for:
- .1 Ocean Disposal permits under the Canadian Environmental Protection Act for disposal on the beach in the tidal zone.
 - .2 Approvals from the provincial Department of the Environment for dumping on private land.

The copies of the permits will be forwarded to the Contractors where required. The Contractor shall observe and comply with all provisions, conditions and restrictions contained in these permits. The pertinent and anticipated restrictions are listed in item 3.4 of this Section.

- .3 Meet or exceed requirements of specified standards, codes and reference documents.
- .4 Place and maintain buoys, ranges, markers and lights, etc., to the requirements of authorities having jurisdiction.
- .5 Cooperate with and provide assistance to inspectors of these regulatory agencies to board and inspect equipment operations at any time during the project.

1.7 Interface to Fishery Operation and Damage to Fish Gear .1 Become familiar with fishery activity. Clearly mark dredging area(s), disposal area(s) and routes to and from dredging and disposal areas, during periods when fishing gear is set.

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- 1.7 Interface to .1 (Cont'd)
The Contractor is responsible for all costs associated with the supply, installation and removal of all necessary temporary aids.
- .2 Execute the work to ensure damage does not occur to fishing gear and interference to fishing operations is minimized, by conducting operations within the areas so marked, either on wharf structures or on water.
- .3 Be responsible for damage to fishing gear outside marked areas and, if damage occurs, assume responsibility for replacement or repair costs and cost of lost fishing opportunity.
- 1.8 Dredging Equipment .1 The Contractor shall determine the required equipment necessary to effectively excavate the material specified and to transport the material to an approved disposal site. The material to be dredged is as described in Paragraph 1.3 of this Section. The dredging equipment is to have a minimum reach of 15 metres from the face of the wharf at a depth ranging to approximately 5 metres below wharf deck elevation.
- .2 The dump trucks used in the transportation of the dredge spoils are to have the containment compartments sealed to prevent the leaking of the materials out of the containment compartments. The Departmental Representative may request that the dump trucks be inspected for leakage. Any vehicles failing to meet these requirements will be rejected.
- .3 The equipment shall be in good condition and be environmentally safe with no leakage of petroleum products into the environment.
- 1.9 Setting Out of Work .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply stakes and other survey markers required for laying out work.
-

1.9 Setting Out
of Work
(Cont'd)

- .4 The Contractor shall verify all dimensions in the field prior to start of work.

1.10 Site
Information

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

Results of soundings from previous years are also available for inspection. These soundings are made available for tendering purposes only. It should be noted that this information may differ from present site conditions.

- .2 The information in 1.10.1 is available for viewing at the Departmental Representative's office during the tender period:

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

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

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

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

1.11 Measurement
for Payment

- .1 Only material excavated above grade plane and within side slopes and limits indicated at the time of the call-up including the transportation, discharge on the disposal areas, and shaping of the material will be measured. No measurement will be made for material removed below specified grade. Quantities of over dredging will be deducted from the final quantity.

- .2 **Mobilization and Demobilization:** of dredging equipment will be measured by each piece of floated heavy equipment. Floated heavy equipment includes: crane, excavator, dozer and front end loader needed and accepted by the Departmental Representative as deemed

1.11 Measurement
for Payment
(Cont'd)

- .2 Mobilization and Demobilization: (Cont'd)
necessary to complete the work of the call up. This item will be measured when a crane, excavator, dozer and front end loader is floated in for the completion of the work related to dredging (ex back to back call ups, no mobilization). The moving off the wharf to accommodate wharf users or relocating equipment from one area of the wharf to another is incidental to the work and will not be measured for payment, also any other cost not covered in the other items for payment that are necessary for the work will be included in this item, except those items described in 1.11.7.

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

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

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

- .3 **Dredging:** The method of payment will be measured by the cubic metre truck measurement (CMTM) for the work completed. Measurement will be made according to the distance from the dredge area to the disposal site (one way). The two categories of measurement are as follows:

.1 The disposal site is located less than two (2) kilometres from the dredge site.

.2 Beyond two (2) kilometres the Departmental representative will negotiate a rate to compensate the contractor for additional haulage.

.3 Weight Restrictions premium: The Departmental Representative will negotiate a rate to compensate the contractor for the haulage completed when the New Brunswick Department of Transportation Highway Weight Restrictions are in effect during the dredging. This premium would apply in addition to the measurement made under above items 1.11.3.1 or 1.11.3.2. This measurement would only apply when trucks

- 1.11 Measurement for Payment (Cont'd)
- .3 Dredging: (Cont'd)
 - .2 (Cont'd)
 - .3 (Cont'd)

are required to haul on routes affected by these restrictions when these restriction are in effect.
 - .4 **Excavator, Crane:** The method of payment for an excavator working other than loading trucks will be measured by the hour or part of.
 - .5 **Dozer, Front end loader:** The method of payment for an excavator working other than loading trucks will be measured by the hour or part of.
 - .6 **Minor Work :** The Departmental representative will negotiate a rate of payment or lump sum amount for the minor additional work listed in section 01 11 00, paragraph 1.2.9 when the contractor is requested to carry-out such work.
 - .7 The following items will not be measured for payment but considered incidental to the work:
 - .1 the use of the disposal site(s): preparation of the site, and spreading and grading of the dredge spoils.
 - .2 delays due to the fishing industry and vessel traffic.
 - .3 the installation of timber platforms (to protect the wharf from damages) if requested by Departmental Representative.
 - .4 operations in connection with the field positioning of dredging equipment.
 - .5 down time.
 - .6 any accumulation of seaweeds and/or kelp which may hamper the dredging operation.
 - .7 The disposal of debris at an approved disposal site..
 - .8 The area of the wharf affected by the Dredging operation must be cleaned or swept (ex. parking lot, wharf deck).
 - .8 Material removed and dumped in the absence of the Department's Inspector will not be considered for payment.
 - .9 Material disposed of without obtaining the required written approvals for a disposal site will not be measured for payment. The cost to relocate such material to an approved disposal site will be the Contractor's responsibility.
-

- 1.11 Measurement for Payment (Cont'd)
- .10 After dredging soundings may be taken by the Departmental Representative upon completion of the Contractors's dredging and no dredge area shall be determined complete until after it has been cleared to the specified grade depth or until so directed by the Departmental Representative or by the PWGSC representative on site.
 - .11 Removal of obstructions, authorized by the Departmental Representative, will be measured in hours actually used in removal. Dredging equipment used for removal of obstructions will be paid for at a rate negotiated in advance and authorized in writing by the Departmental Representative.
 - .12 Additional expenses: Tipping fees, payments made to private land owners for the access to the disposal site and a fee for the use of a disposal site, which have not been included in the unit prices. The Contractor must provide a written letter from the property owner confirming the amounts to be claimed for the Project Departmental Representatives review and approval. The additional expenses must be approved by Departmental Representative. The request for these approved additional expenses will be included with the final request for final payment. Consideration will only be made for those expenses approved by the Departmental Representative. There is no implied payments for payment of expenses other than for those preapproved by the Departmental Representative.
- 1.12 Restrictions
- .1 Ste.-Marie-St.-Raphaël: The disposal site is located south of the site and the access is via an earth roadway constructed the wharf back up area. The contractors are required to use the access road. There is a buried culvert that discharges south of the existing dredge spoils containment facility into the Gulf of Saint Lawrence that must not be blocked by the dredge spoils. The dredge spoils that blocked the culvert must be removed immediately.
 - .1 Disposal Site Restrictions:
 - .1 The dredged spoils are to be disposed of along the shore below the top of the embankment.
 - .2 The material will be spread, graded and sloped toward the sea.
-

- 1.12 Restrictions (Cont'd) .1 (Cont'd)
- .1 Disposal Site Restrictions: (Cont'd)
 - .3 The final elevation of the top of the dredged material will be lower than the existing top of embankment unless approved by Departmental Representative.
 - .4 Any restrictions for other sites will be provided at call-up time if applicable.
- PART 2 - PRODUCTS NOT APPLICABLE
- PART 3 - EXECUTION
- 3.1 Existing Navigation Buoys .1 The Contractor will make arrangements with the Canadian Coast Guard (CCG) for the removal and re-installation of any existing navigational towers and beacons on wharves, as required to carry out the dredging operations.
- .2 Do not proceed in removing towers until approval to do so has been received from the CCG. Any damages are the responsibility of the Contractor.
- 3.2 Submittal .1 If no disposal sites are provided by the Department, submit to Departmental Representative prior to start of work, the following items for review and approval.
 - .1 Location(s) of proposed disposal site(s).
 - .2 Copy of all approvals and permits from: Property Owner(s), Local, Municipal, Provincial or Federal authorities. Any restrictions imposed by land owners are to be provided.
- 3.3 General .1 Maintain and lay out work from bench marks, stations and base lines established by Departmental Representative. Be responsible for accuracy of work relative to established bench marks, stations, ranges and baselines.
- .2 Establish accurately and maintain water level gauges tide boards from bench marks shown on drawings in order that the proper depth of dredging can be determined. Locate gauges or
-

3.3 General
(Cont'd)

- .2 (Cont'd)
tide boards so as to be clearly visible at all times.
- .3 Establish and maintain on land targets for location and definition of designated dredge area limits. Remove targets upon completion of work.
- .4 Dredge the specified areas to the grade depths shown on plans submitted at the time of the request or as directed by the Departmental Representative.

Prior to start of work, obtain directions from the Departmental Representative on the areas to be dredged first.
- .5 Dredge all side slopes to two horizontal to one vertical unless specified otherwise.
- .6 Remove all materials above specified grade depths, within limits indicated at time of call-up. Material removed from below grade depth or outside specified area or side slope is not part of work. Dredging limits as outlined on the accompanying plan at the time of the request are subject to changes by the Departmental Representative.
- .7 Remove shoaling which occurs as a result of work. Once dredged, maintain dredged area at grade until entire work is accepted.
- .8 Casting-over of dredging material on to surrounding area is not permitted.
- .9 Immediately notify Departmental Representative upon encountering an object which might be classified as an obstruction or solid rock. By-pass the object after clearly marking its location and continue work.
- .10 If work is to be carried out in other than the daylight hours, it will be the Contractor's responsibility to provide all light and power necessary to carry out the work. Where directed, dredging may not be carried out outside daylight hours due to site conditions or environmental restrictions.
- .11 It will be the Contractor's responsibility to gain access to the dredge area.

3.3 General
(Cont'd)

- .12 Berm: Do not dredge within one metre of an existing structure, unless authorized by the Departmental Representative. Intersection of side slope and original bottom line is to be located 1.0 metre from structure at two horizontal to one vertical, as measured in a direction perpendicular to structure face. Distance from toe of slope to structure will vary depending on depth of cut. No excavation is permitted below -1.0 metre over the one metre berm.
- .13 Use extreme care when dredging adjacent to existing structures. Any damage to these structures to be repaired at Contractor's expense.
- .14 Dredging equipment will not be released until grade has been reached in all areas of the specified dredge area unless rock has been confirmed.

3.4 Disposal of Dredged Material

- .1 The dredging and disposal of the dredged material on beaches in a tidal zone will be carried out in accordance with the terms and conditions set down in permits issued by Environment Canada pursuant to the Canadian Environmental Protection Act and Regulations thereunder.
- .2 The disposal of dredge material on land and on private property will be carried out in accordance with the conditions and restrictions imposed by the New Brunswick Department of the Environment and by Public Works and Government Services Canada. The conditions applicable for every sites are indicated below. Should there be a requirement to cover the spoils with clean fill, the cost of this work will be reimbursed by the Department for an amount negotiated in advance and authorize in writing by the Departmental Representative.
- .3 The dredged spoils disposal site(s) must have the Departmental Representative's approval before the start of work, as per Section 01 11 00.
- .4 The Department of Public Works and Government Services Canada does not accept any responsibility for damages which result from

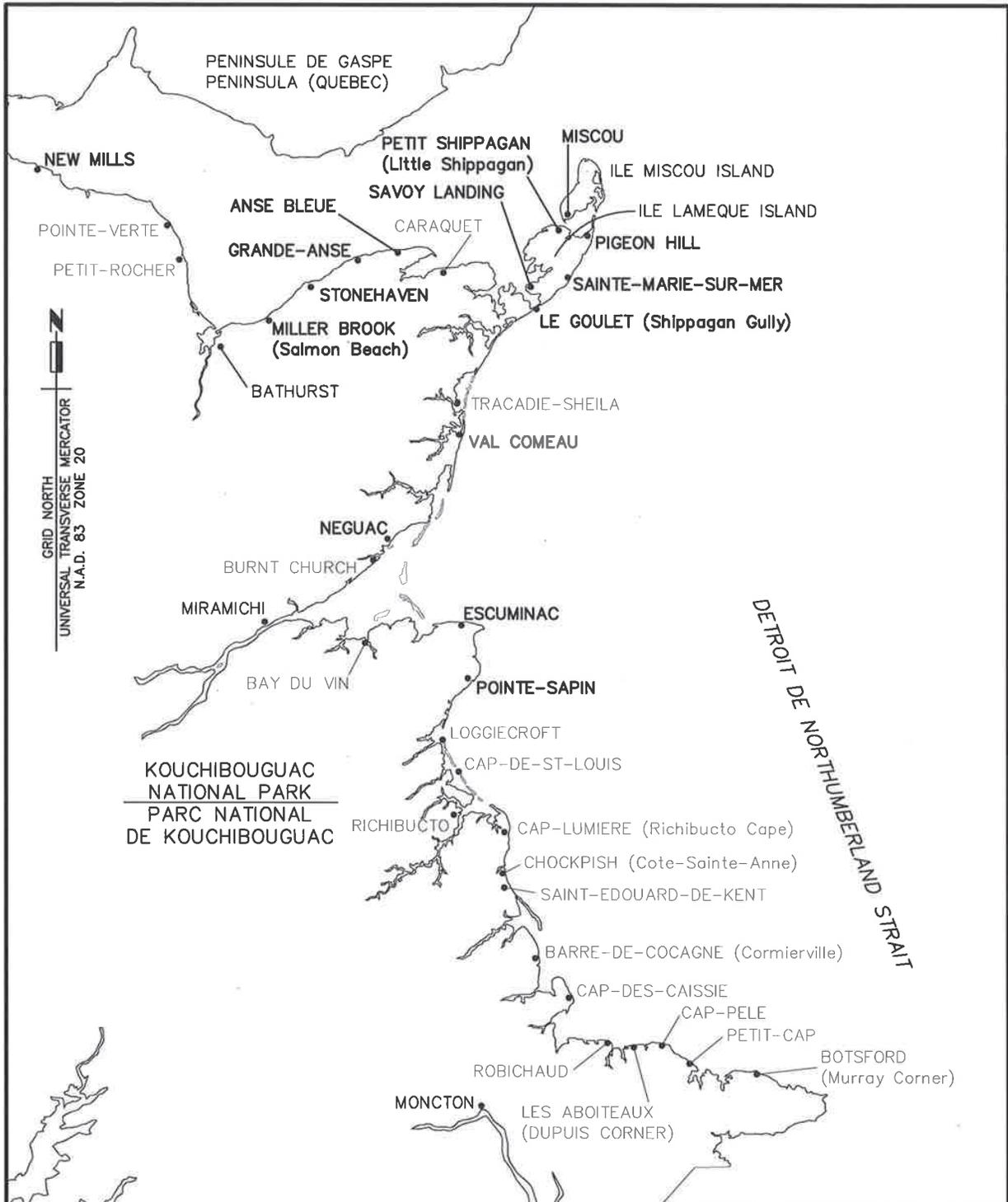
3.4 Disposal of
Dredged Material
(Cont'd)

- .4 (Cont'd)
the Contractors or any of his agents actions during the use of the disposal site(s).
- .5 Where possible, the dump sites for each area to be dredged will be indicated on a plan attached to the call-up.
- .6 Layout approved area(s) to be used for disposal with painted survey stakes and maintain this layout at all times during the work. A buffer zone will exist at most of the dump sites. Install and maintain a safety fence if and as required to protect the public from accessing freshly placed dredged spoils. Remove only upon Departmental Representative's approval.
- .7 Dispose dredge spoils to the approved disposal site(s) within area laid out in 3.4.6.
- .8 The Contractor is to repair to original condition any road either on or off site, deemed by the Departmental Representative to have been damaged as a result of the specified work at no additional cost.
- .9 The Contractor will be required to clean off and/or remove daily any material that has leaked onto Municipal, Provincial, Federal, private roads, wharf surfaces or private property as instructed by Project Departmental Representative or authorized authority.
 - .1 At all listed sites in section 01 11 00, Item 1.0, The Contractor will be required to remove immediately any material that has spilled onto the wharf concrete deck and on the paved back area.

The travelled surfaces, wharf deck and paved wharf back up area must be cleaned at the completion of each days work or sooner if requested by the Departmental Representative. The method to be used must be approved by the Departmental Representative prior to the start of dredging.
- .10 The dredged spoils placed in the approved disposal site(s) must be levelled and graded at the end of each dredging operation. Grade within limits laid out and elevations requested by the Departmental Representative or property owner(s). Do not interrupt

3.4 Disposal of
Dredged Material
(Cont'd)

- .10 (Cont'd)
drainage. Do not exceed lines, grades, and slopes which the authority requests.
 - .1 At Ste.-Marie-St.-Rapheal and Miller Brook, the dredge material must be levelled and sloped toward the sea at the end of each days dredging activity. The elevation of the top of the dredge material must be lower then the embankment.
- .11 Where the dredge spoils contain organic material, ensure the finished grade will have all these covered up and left in a condition that is aesthetically pleasing and safe to the public
- .12 Conform with any instructions by land owners associated with the disposal of the material on private property.
- .13 In cases of disposal along the shore in tidal zones, CEPA permits will specify a quantity of dredged material which may not be exceeded. At the time of the request the Departmental Representative will highlight to the Contractor any limits which are to be respected. Where applicable, only the permitted disposal sites listed in the CEPA permit, and shown on the plans from the Departmental Representative can be used for ocean disposal of the material.
- .14 Adhere to disposal restrictions outlined in section 01 35 44.3
- .15 Conditions on the Provincial Land Base Disposal Site Permit shall be respected.



	Public Works and Government Services Canada	Travaux publics et Services gouvernementaux Canada	Drawing title Titre du dessin CHART OF LOCATIONS CARTE DES EMPLACEMENTS	designed conçu PWGSC	date
	project LANDBASED DREDGING VARIOUS LOCATIONS DRAGAGE AU MOYEN D'ÉQUIPEMENT TERRESTRE EN DIVERS ENDROITS project			drawn dessiné PWGSC	date 2014
			Tender PWGSC Project Manager project number	Soumission Administrateur de projets TPSGC no. du projet	
			drawing no. SK-1	no. du dessin	