

1.1 DESCRIPTION OF WORK

- .1 A requirement has been identified by the Department of Fisheries and Oceans (DFO) for the need for a Floating Plant Dredging Standing Offer to address maintenance dredging issues when and where requested at various public wharves and entrance channels at various harbours in Prince Edward Island.
- .2 The Sites identified include but may not necessarily be limited to the following entrances, wharfs and channels locations:
 - .1 Covehead Harbour
 - .2 Darnley Basin
 - .3 Fishing Cove
 - .4 Graham's Pond
 - .5 Hardy's Channel
 - .6 Howard's Cove
 - .7 Launching Pond
 - .8 Naufrage Harbour
 - .9 North Lake Harbour
 - .10 Savage Harbour
 - .11 Skinners Pond
 - .12 St. Peters Bay
 - .13 Tracadie Harbour
 - .14 West Point Harbour

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 Department reserves the right to award the standing offer contract to more than one Contactor and to call up services from the second or other bidders.
- .3 The First Bidder will be notified of a request for dredging services by the Departmental Representative and the first bidder will have 24 hours to respond as to their availability. If the first bidder is unavailable or non-responsive, the request will be offered to the second bidder, then the third bidder, etc.
- .4 The Contractor will be required to provide labour and equipment and commence dredging within 72 hours of notification by the Departmental Representative of a request for dredging unless delays are caused beyond the Contractor's control such as severe weather. Failure to comply with this request could result in awarding work to other bidders.
- .5 In the award of work, the selection of the Contractor will be based on the most favourable option (i.e., total cost of project) to the Owner, based on the unit prices submitted from the Contractors.
- .6 The equipment proposed by the Contractor will also be taken into consideration.
- .7 Previous related work history by the Contractor will also be taken into consideration.
- .8 The required dredge depth will vary between sites and will range from -1.5 to -2.5 metres below chart datum (low normal tide). Typically, the required dredge depth will be -1.8 metres.

- .9 The estimated quantity of material to be dredged for any individual request will usually be approximately 5,000 cubic meters per measure (CMPM). However, an individual request may require dredging less than or greater than that amount. The minimum request will be 1,000 CMPM.
- .10 The aggregate total as noted in the contract is not a guarantee that any nor the total quantity will be dredged prior to the expiration of the standing offer agreement.
- .11 The contract will terminate when 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.
- .12 The Departmental Representative will identify the areas to be dredged for each request. The dredging areas will usually take place where maintenance dredging has been previously carried out. However, the Departmental Representative may request dredging in other areas.
- .13 The disposal areas will usually be located at sea. The distance from the loading area to the disposal area may range from 400 to 1,000 metres away or further. Contractors should familiarize themselves with the requirements prior to bidding. Water depths in the disposal areas will normally range from +1.0 metre to -3.0 metres relative to chart datum.
- .14 The dumping may also occur within a containment facility at the site built by others.
- .15 The contractor will be required to provide coordinates (UTM NAD 83) at any time of the exact location of the dredging vessel and/or the disposal location.
- .16 The contractor is to provide at their expense a GPS unit to record and report position in UTM coordinates. The contractor is to report the position of loading and disposal locations on a daily basis during all dredging activities to the Departmental Representative.
- .17 Prior to submitting their tender, it is recommended that tenderers satisfy themselves as to the form and nature of the work and materials necessary for the completion of the work, the means of access to the site, the accommodation required, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No allowance shall be made subsequently in this connection on account of error or negligence to properly observe and determine the conditions that will apply.
- .18 Contractors are to account for additional costs associated with the mobilization and demobilization of equipment during times when weight restrictions are in effect.
- .19 Obtain prior permission from the Departmental Representative before carrying out such site inspections.

1.3 QUANTITIES

- .1 The dredging quantities per call-up may not be increased without the written permission of the Departmental Representative. No payment will be made for over dredging/under dredging of the amount specified in the call-up or the total amount listed on the Ocean Disposal permit unless the Departmental Representative has given his permission in writing.

1.4 DRAWINGS

- .1 Departmental Representative will provide a site location drawing showing the dredge area limits (loading area) and the disposal location (dumping area) for each call-up. The Departmental Representative may furnish additional drawings to assist proper execution of work. These drawings will be issued for clarification only.

1.5 STANDARDS

- .1 Perform work in accordance with the National Building Code of Canada and any other code of provincial or local application including all amendments up to project tender closing date provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Materials and workmanship must meet or exceed requirements of specified standards, codes and referenced documents.

1.6 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 damage to existing structures and facilities at the site resulting from their operations under this contract. All repairs will be with new materials approved by the Departmental Representative.
- .3 The Contractor will immediately restore any existing service disrupted as a result of their operations at no cost to the Department or Owner.

1.7 SETTING OUT WORK

- .1 Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to layout and construct work.
- .3 Supply such devices as straight edges and templates required to facilitate the Departmental Representative's inspection of the work.
- .4 Supply stakes and other survey markers required for laying out the work.
- .5 Supply GPS Coordinates.
- .6 At no such time should the contractor move or alter the location of any buoys which they do not own. If the contractor is using buoys to set out work, then they must follow industry standards, see Section 35 20 23, 1.8 – Navigation Co-ordination for further information.

1.8 INTERPRETATION OF DOCUMENTS

- .1 Supplementary to the General Conditions, the Division 01 sections of the Specifications take precedence over technical specifications in other Divisions of the Specifications.

1.9 MEASUREMENT FOR PAYMENT

- .1 Notify the Departmental Representative sufficiently in advance of operations to permit required measurements for payment.

1.10 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy each of the following:
 - .1 Contract Drawings
 - .2 Specifications
 - .3 Addenda

- .4 Change Orders
- .5 Other Modifications to Contract
- .6 Permits and Approvals
- .7 Copy of Approved Work Schedule
- .8 Health and Safety Plan and other safety related documents
- .9 Other documents, as stipulated elsewhere in the Contract Documents

1.11 PERMITS

- .1 Obtain and pay for permits, certificates, and/or licenses as required by municipal, provincial and federal authorities.
- .2 Provide appropriate notifications of project to municipal, provincial and/or federal inspection authorities.
- .3 Obtain compliance certificates as prescribed by legislative and regulatory provisions of municipal, provincial and federal authorities as applicable to the performance of the work.
- .4 Submit to the Departmental Representative, a copy of application submissions and approval documents received for above referenced authorities.
- .5 The Contractor is responsible to obtain any Provincial Watercourse/Wetland Alteration permit, if required.
- .6 The Departmental Representative is responsible to obtain the ocean dumping permit(s) and provide Notices to Mariners for the commencement of each dredging operation.
- .7 The Contractor is to abide by all conditions as described in any such permits.

1.12 INTERFERENCE, SECURITY AND SIGNAGE

- .1 Execute work with least possible interference or disturbance to Harbour operations, fishers, public and normal use of premises. Arrange with the Departmental Representative to facilitate execution of work.
- .2 Where security has been reduced by work of Contract, provide temporary means to maintain security.
- .3 Provide temporary dust screens, barriers or warning signs in locations where work is adjacent to areas which will be operative during such work, where and when required.

1.13 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 their 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 be responsible, at the Contractor's expense, 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.

1.14 CO-OPERATION AND ASSISTANCE TO DEPARTMENTAL REPRESENTATIVE

- .1 Co-operate with the Departmental Representative on inspection work and provide any assistance requested.
- .2 On request of the 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. It will be also available for the use of the Departmental Representative and/or their inspector when required.

1.15 CLEANING

- .1 Before work can be accepted, the Contractor must clean up the site and leave it in a condition which is acceptable to the Departmental Representative.
- .2 The contractor should take appropriate measures to avoid the spread of any invasive species.

1.16 INSPECTION OF SITES

- .1 Prior to submitting their tender, the Contractor will familiarize themselves with existing conditions and to examine all other details which could affect the cost of the work. Ignorance of local conditions shall not at any time constitute a valid reason for claiming extra costs.

1.17 DATUM

- .1 All elevations shown on plans, or mentioned in the specifications are expressed in "Metres" and are referred to chart datum of Low Normal Tide (LNT) which is taken as elevation 0.0 metre.

1.18 PROJECT MEETINGS

- .1 The Departmental Representative will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.

1.19 HARBOUR AUTHORITY

- .1 The Contractor is to contact the Wharf Managers or representatives of the Harbour Authorities prior to commencement of work.
- .2 Contact Harbour Authorities in advance of mobilization and negotiate berthage fees (if applicable) and access at facility.

1.20 TAXES

- .1 Pay applicable Federal, Provincial and Municipal taxes. Refer to the "Notice to Tenderers" regarding the Goods and Services tax.

END OF SECTION