

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
TPSGC-PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Dragage Iles-de-la-Madeleine	
<b>Solicitation No. - N° de l'invitation</b> F3731-130168/A	<b>Date</b> 2014-02-19
<b>Client Reference No. - N° de référence du client</b> F3731-13-0168	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCM-008-15840
<b>File No. - N° de dossier</b> QCM-3-36242 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-03-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rochette, Jean	<b>Buyer Id - Id de l'acheteur</b> qcm008
<b>Telephone No. - N° de téléphone</b> (418) 649-2834 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PÊCHES ET OCÉANS CANADA Dragage d'entretien Ports pour petits bateaux Divers havres de pêche commerciale Iles de la Madelein Québec Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

F3731-130168/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcm008

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F3731-13-0168

QCM-3-36242

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## INVITATION TO TENDER

**Title : MAINTENANCE DREDGING MAGDALEN ISLANDS**

### IMPORTANT NOTICE TO BIDDERS

Government of Canada moved its Government Electronic Tendering Service from MERX to Buyandsell.gc.ca/tenders.

Since June 1st 2013, Canada makes available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS) at Buyandsell.gc.ca/tenders.

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, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information.

Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

**CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE TPSGC:**

<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/5/R>

### DREDGES AND OTHER FLOATING EQUIPMENT

The Floating Plant Clause (FPC) and the General Instructions to Bidders GI07 Registry and Pre-qualification of Floating Plant are mandatory conditions with which bids for federal government dredging projects must comply. Canada is bound by these obligations.

### INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

### R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the *Fair Wages and Hours of Labour Act*, R2940D clause will be non applicable for contracts awarded after January 1<sup>st</sup> 2014. For contracts awarded prior to that date the clause remains applicable. As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC05

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### **R2710T GENERAL INSTRUCTIONS TO BIDDERS (GI) (2013-06-27)**

The following GI's are included by reference and are available at the following Web Site  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Code of Conduct and Certification - Bid
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Appendix 3 - Floating plant description

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Annex 1            Certificat of Insurance Form

## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions to Bidders R2710T (2013-06-27). The related documentation therein required will assist Canada in confirming that the certifications are true.

### **SI02 BID DOCUMENTS**

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions to Bidders, R2710T (2013-06-27)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions to Bidders is incorporated by reference and is 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>

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to [jean.rochette@tpsgc-pwgsc.gc.ca](mailto:jean.rochette@tpsgc-pwgsc.gc.ca), the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than seven (7 ) calendar days prior to the date set for 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 Bidders, 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 bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI04 SITE VISIT**

Not applicable

#### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 648-2209.

#### **SI06 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling at No. (418) 649-2888.

#### **SI07 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### **SI08 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### **SI09 CONSTRUCTION DOCUMENTS**

Not applicable

**SI10 SECURITY RELATED REQUIREMENTS**

Not applicable

**SI11 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL**

Bids transmitted by facsimile or email are not accepted.

**SI12 BID MANDATORY REQUIREMENTS**

Bids shall comply with all of the mandatory requirements in the invitation to tender documents in order to be declared responsive, including the mandatory requirements set out in other sections of the invitation to tender documents.

If Canada requests that the bidder submit information or documents within a time period specified in this clause or in a written request made to the bidder, failure to provide these documents or this information at Canada's request within the specified time period will result in the bid being deemed non-responsive.

The lowest compliant bid shall be recommended for a contract award.

<b><i>Mandatory requirements at bid closing Mandatory documents to be supplied with the bid</i></b>	
	<b><i>Reference</i></b>
<b><i>If any of the following documents relative to criteria 1.1 to 1.5 is missing at bid closing, the bid will be deemed non-responsive.</i></b>	
<b>1.1</b> Bidders shall complete the Combined Price Table.	Appendix 1 herein
<b>1.2</b> Bid security, in accordance with GI08 BID SECURITY REQUIREMENTS of the General Instructions to Bidders (R2710T).	<ul style="list-style-type: none"><li>• Clause GI09 of General Instructions to Bidders, R2710T</li><li>• Clauses BA04 and BA07 of the Bid and Acceptance Form</li><li>• See the bid bond form at the following Internet link: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11</a></li></ul>
<b>1.3</b> In order to comply with clause GI06, Registry and Pre-qualification of Floating Plant, of the General Instructions to bidders no R2710T:	



<p><b>1.3.1 Submit a bid on the basis that the dredges or other floating plant to be used for the work are registered in Canada.</b></p> <p>Bidders shall identify <b>the dredge(s) and other floating plant, (scows, tug(s) and supply vessel(s) and support equipment)</b>, that will be used by filling out <b>Appendix 3</b> and shall provide it with the bid.</p> <p>If necessary, bidders shall be able to demonstrate, within 48 hours of receipt of Canada's written request, that the dredges or floating plant are registered in Canada.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Appendix 3 herein</li> </ul>
<p><b>1.3.2 Append to its bid a copy of the <u>certificate of qualification issued by Industry Canada if the dredge(s) or other floating plant to be used for the work IS NOT (ARE NOT) MANUFACTURED IN CANADA.</u></b></p> <p>If at bid closing this certificate is not appended to the bid for any of the dredges or equipment not manufactured in Canada indicated in Appendix 3, the bid will be deemed <u>non-responsive</u>.</p> <p>See Industry Canada certificate application in Annex 1.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Annex 1 herein</li> </ul>
<p><b>1.4 <u>Mandatory Specifications of the equipment</u></b></p> <p>Bidder shall take note that the dredging shall be executed with equipment stated in Article 2.1 from section 35 20 23 of the specifications.</p> <p>Bidder shall provide a description of the dredge(s) and dump scows to be used to do the work, which will allow Canada to verify if the proposed floating plants are compliant with specifications requirements. Include in <b>Appendix 3</b> the information on the dredge(s) and dump scows used.</p> <p>Failure to identify the dredge(s) and dump scows or to attach Appendix 3 to the bid shall make the bid <u>non-responsive</u>.</p>	<ul style="list-style-type: none"> <li>• Article 2.1 from section 35 20 23 of the specifications</li> <li>• Appendix 3 herein</li> </ul>
<p><b>1.5 <u>Positioning system</u></b></p> <p>The bidder shall describe the positioning system that be used to performed the work.</p>	<ul style="list-style-type: none"> <li>• Appendix 4 to this Invitation to Tender</li> </ul>

### SI13 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:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

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

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/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

#### **SC01.1 Insurance requirements**

The Contractor must comply with the insurance requirements specified in SC01 - Insurance terms. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **SC01.2 Marine liability insurance**

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of \$ 10,000,000.00. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph 2 below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - (c) Notice of Cancellation : The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided.

Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### **SC01.3 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## **SC02 OPTION TO EXTEND THE CONTRACT (Unfunded options)**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

## **SC03 LABOUR**

**Clause R2830D subsection GC3.8 has been modified as follows;**

1. Title has been changed from "Labour and Fair Wages" to "Labour".
2. Delete subsection 1.
3. Following subsections must be renumbered accordingly.

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1 General Provisions	R2810D	(2013-04-25);
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
  - e. Any amendment issued or any allowable bid 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 bid; 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 Bid and Acceptance Form submitted.

## **BID AND ACCEPTANCE FORM (BA)**

### **BA01 IDENTIFICATION**

#### **Maintenance dredging of various fishing harbor in the Magdalen Islands, QC**

Solicitation no : F3731-130179/A

### **BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

Email: \_\_\_\_\_

### **BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

### **BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### **BA06 CONSTRUCTION TIME**

The contract includes the dredging seasons 2014, 2015 and 2016. The Contractor shall begin the dredging work, by March 15 for each dredging season. If at this period the harbours are still iced in, dredging will begin as soon as local navigation resumes. The Contractor shall complete the work before March 14 of the following year.

### **BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders.

### **BA08 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) 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.

### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.
- (c) The Price per Unit shall not include any amounts for Work that is not included in the Unit Price Table.
- (d) All the items in the following table for which the unit of measurement is "lot" and the estimated quantity is "1" are lump-sum items and are subject to the terms and conditions that apply to a lump-sum agreement in the general conditions. These items shall not be considered unit-price items.

#### 1. BASE WORK

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
<b>BASE WORK 2014</b>						
14.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
14.1B	35 20 23	Mobilization B	kilometer	250	_____ \$	_____ \$
14.2A	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
14.2B	35 20 23	Dredging (pumping)	m <sup>3</sup> pm	18 500	_____ \$	_____ \$
14.3A	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	47 550	_____ \$	_____ \$
14.3B	35 20 23	Disposal (on land)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
14.4	35 20 23	Removal of debris or obstructions	hour	10	_____ \$	_____ \$



	<b>BASE WORK 2015</b>					
15.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
15.1B	35 20 23	Mobilization B	kilometer	225	_____ \$	_____ \$
15.2A	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
15.2B	35 20 23	Dredging (pumping)	m <sup>3</sup> pm	18 500	_____ \$	_____ \$
15.3A	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	47 550	_____ \$	_____ \$
15.3B	35 20 23	Disposal (on land)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
15.4	35 20 23	Removal of debris or obstructions	hour	10	_____ \$	_____ \$
	<b>BASE WORK 2016</b>					
16.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
16.1B	35 20 23	Mobilization B	kilometer	225	_____ \$	_____ \$
16.2A	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
16.2B	35 20 23	Dredging (pumping)	m <sup>3</sup> pm	18 500	_____ \$	_____ \$
16.3A	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	47 550	_____ \$	_____ \$
16.3B	35 20 23	Disposal (on land)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
16.4	35 20 23	Removal of debris or obstructions	hour	10	_____ \$	_____ \$
<b>TOTAL BASE WORK EXTENDED AMOUNT (TBA)</b> Excluding GST and QST						_____ \$

## 2. OPTIONAL WORK (Unfunded options)

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
	<b>OPTIONAL WORK 2017</b>					
17.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$

17.1B	35 20 23	Mobilization B	kilometer	225	_____ \$	_____ \$
17.2A	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
17.2B	35 20 23	Dredging (pumping)	m <sup>3</sup> pm	18 500	_____ \$	_____ \$
17.3A	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	47 550	_____ \$	_____ \$
17.3B	35 20 23	Disposal (on land)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
17.4	35 20 23	Removal of debris or obstructions	hour	10	_____ \$	_____ \$

	<b>OPTIONAL WORK 2018</b>					
18.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
18.1B	35 20 23	Mobilization B	kilometer	225	_____ \$	_____ \$
18.2A	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
18.2B	35 20 23	Dredging (pumping)	m <sup>3</sup> pm	18 500	_____ \$	_____ \$
18.3A	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	47 550	_____ \$	_____ \$
18.3B	35 20 23	Disposal (on land)	m <sup>3</sup> pm	20 000	_____ \$	_____ \$
18.4	35 20 23	Removal of debris or obstructions	hour	10	_____ \$	_____ \$
<b>TOTAL OPTIONAL WORK EXTENDED AMOUNT (TOA)</b> Excluding GST and QST						_____ \$

**TOTAL BID AMOUNT**

<b>TOTAL BID AMOUNT (TBA + TOA)</b> Excluding GST and QST	\$ _____
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TRAVAUX OPTIONNELS 2018						
18.1A	35 20 23	Mobilisation A	lot	1	_____ \$	_____ \$
18.1B	35 20 23	Mobilisation B	kilomètre	225	_____ \$	_____ \$
18.2	35 20 23	Dragage	m <sup>3</sup> mp	6 500	_____ \$	_____ \$
18.3	35 20 23	Évacuation	m <sup>3</sup> mp-km	24 900	_____ \$	_____ \$
18.4	35 20 23	Enlèvement des débris ou encombrements	heure	10	_____ \$	_____ \$
<b>TOTAL DES PRIX CALCULÉS POUR LES TRAVAUX OPTIONNELS (TPO)</b> Excluant la TPS et la TVQ						_____ \$

**APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

**NOTE TO BIDDERS**

**WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS**

***SURNAME*****NAME**

***TITLE***

[illegible]

### APPENDIX 3 - FLOATING PLANT DESCRIPTION

#### Dredges and Other Floating Equipments

The Bidder declares, by the fact of filling in the following tables, that the named equipments are entirely at his disposal, and that he is able to meet performances and capacities as stated below considering the materials and conditions related to this project. The Bidder must understand that a contract award from Public Works & Government Services Canada does not imply an acceptance of the claimed performances or capacities but only confirms that the equipments meet the requirements of the floating plant clauses.

#### DREDGE (S)

	<i>Main dredge</i>	<i>Secondary dredge (if required)</i>
<i>Dredge name</i>		
<i>Registration number</i>		
<i>Type of dredge</i>		
<i>If trailing suction hopper dredge: Hopper Capacity (m<sup>3</sup>)</i>		
<i>Draft (m)</i>		
<i>Dredging depth (m)</i>		
<i>Dredging capacity (m<sup>3</sup>/h)</i>		
<i>Manufacturing place *</i>		

Appendix 3 (continued)

**SCOW (S) / SELF-PROPELLING SCOW (S)**

<i>Name</i>	<i>Registration number</i>	<i>Capacity (m<sup>3</sup>)</i>	<i>Draft (m)</i>	<i>Manufacturing Place *</i>

**TUG (S)**

<i>Name</i>	<i>Registration number</i>	<i>Engine (HP)</i>	<i>Draft (m)</i>	<i>Manufacturing Place *</i>

**SUPPLY VESSELS AND OTHERS FLOATING EQUIPMENT**

<i>Name</i>	<i>Registration number</i>	<i>Purpose</i>	<i>Draft (m)</i>	<i>Manufacturing Place *</i>

\* If manufacturing place is not Canada, append to your bid the certificate issued by Industry Canada

### Appendix 3 (continued)

#### **CERTIFICATE OF QUALIFICATION**

Each floating equipment to be used in the course of the works **must be of Canadian manufacture and Canadian registry**. The Bidder must obtain a certificate of qualification from Industry Canada for any floating equipment which is not of Canadian manufacture. **A certified copy of the certificate must accompany the bid.** Requests related to the certification must be sent to :

Defence and Marine Director  
Aerospace, Defence and Marine Branch  
INDUSTRY CANADA  
C.D. Howe Building – room 733C  
235 Queen Street  
Ottawa, ON  
K1A 0H5

Attention : Mr. Émile Rochon  
Phone : (613) 954-3468  
Fax : (613) 998-6703  
E-mail : rochon.emile@ic.gc.ca

The Director must have received any request at least fourteen (14) days before the closing bid date. The Industry Canada evaluated and recognized floating equipments may be accepted to work out a dredging project. Requests for certificates of qualification may be submitted by completing the Annex 1 here after.

## APPENDIX 4 - POSITIONNING SYSTEM DESCRIPTION

Describe the positioning system that will be used to performed the Work. Specify trade-mark, model, precision, etc.

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## **ANNEX 1 – REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT**

(The Bidder will use a separate sheet for each unit of floating plant.)

1. Name and address of owner:
2. Name and address of operator:
3. Name of unit:
4. Canadian registry no.:
5. Type of unit (dredge, tug, scow, pontoon, etc.):
6. Date of Canadian registry:
7. Date unit originally built:
8. Shipyard where unit originally built:
9. Record of work done to unit in Canada. For each major job, show:
  - Date:
  - Shipyard:
  - Type of work:
  - Cost:
  - Country of origin of equipment installed:
10. If unit has changed ownership, show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Corporate Seal*

VARIOUS SITES IN THE MAGDALEN ISLANDS  
Riding: Gaspésie – Îles-de-la-Madeleine

Maintenance Dredging by Floating Equipment (2014-2019)

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<b><u>DIVISIONS</u></b>	<b><u>SECTIONS</u></b>	<b><u>NUMBER OF PAGES</u></b>
<b><u>DIVISION 01</u></b>	<b>General Requirements</b>	
	01 11 11 Work Description Summary	3
	01 33 00 Submittal Procedures	2
	01 35 30(D) Health and Safety Requirements – Dredging	6
	01 35 43 Environmental Procedures	3
	01 52 00 Construction Facilities	1
	01 74 21 Management and Disposal of Construction/Demolition Waste	3
<b><u>DIVISION 35</u></b>	<b>Waterway and Marine Construction</b>	
	35 20 23 Dredging	17
<b><u>APPENDICES</u></b>		
Appendix 1	Specific Information on Sites	4
Appendix 2	Allowable Distances between Sites	1
Appendix 3	Disposal (m <sup>3</sup> mp-km)	1
Appendix 4	Dredging Program Forecast	1
Appendix 5	Department of Environment Permits)	5
Appendix 6	Loading and Dumping Register	1
Appendix 7	Example of ASCII Computer File (Bathymetric Data – x, y, z)	1
Appendix 8	Environmental Monitoring	2

**END OF SECTION**

**Part 1        General****1.1            SECTION INCLUDES**

- .1        Work covered by contract documents.
- .2        Contractor use of premises.

**1.2            PRECEDENCE**

- .1        Division 01 sections take precedence over technical specification sections in other divisions of this Project Manual.

**1.3            RELATED SECTIONS**

- .1        Section 35 20 23 – Dredging.

**1.4            WORK COVERED BY CONTRACT DOCUMENTS**

- .1        The work consists of dredging various fishing harbors in the Magdalen Islands. The volume to be dredged annually is approximately 20,000 m<sup>3</sup> measured in place. Dredging could be done by mechanical equipment (clamshell) or by pumping. The Contractor may be required to carry out the work according to one or the other, or a combination of the two methods mentioned above.

As an indication, the material to be dredged consist mainly of sand to different sites with the possibility of gravel at the site of Entry Island.

- .2        The Department wishes to award a contract for three years plus two farms option years.
- .3        The dredged material will be disposed at various disposal sites intended for this purpose and as indicated on the template dredging (see Appendix 1) and disposal permit (see Appendix 5) or as directed by the Department in the case of land available with reset of dredged material.
- .4        The Contractor shall complete the work according to the dates indicated in the contract documents.
- .5        The Contractor shall have its equipment on site, ready to commence dredging work, by March 15 for each exercised year of the contract. If at this period the harbours are still iced in, dredging will begin as soon as local navigation resumes. The Contractor shall complete the work before March 14 of the following year.

- .6 The Contractor shall take into consideration that safe access to fishing harbors to be completed at each site before the first Saturday of May of the current year, which corresponds to the potential opening date of fishing lobster. This date is approximate and may be revised depending on the requirements related to the start of the lobster fishery in the Magdalen Islands.
- .7 The Contractor shall provide the materials, equipment and personnel required to perform the work in accordance with specified requirements. Especially for the period prior to the opening of the season lobster, for the possibility of having to provide work teams required to maintain a daily production continues (see section 3.6 and 3.7 of Section 35-20-23 ).

## 1.5 CONTRACTOR USE OF PREMISES

- .1 The Contractor may use the work location until the work is completed.
- .2 The Contractor shall limit its use of premises for work and for access to allow for:
  - .1 Use of the site by the Department.
  - .2 Public usage.
  - .3 Mariners' usage.
- .3 Coordinate use of premises under direction of Departmental Representative.
- .4 The Contractor shall take all necessary action and safety precautions to protect persons, property and structures from accident or damage in the course of the work.
- .5 The Contractor shall carry out the work in such a way as not to interfere with normal use or activities or to compromise the safety of users.
- .6 The Contractor must make every possible effort to ensure the safety of all vessel crossings. The contractor must Communicate properly with Marine Communications and Traffic Services (MCTS) at all times.
- .7 The Contractor shall perform all work needed to ensure the continuity of existing services and allow authorized persons and vehicles to access the property.

## 1.6 SITE ADDITIONS AND DELETIONS

- .1 Additions  
The Department reserves the right to add sites for supplementary dredging in the Îles-de-la-Madeleine.
- .2 Deletions  
The Department may remove any site not required and the Contractor will not be entitled to payment for any item pertaining to the site provided that the Departmental Representative notifies the Contractor in writing before the Contractor commences mobilization to the site.

MAGDALEN ISLANDS  
DREDGING AT VARIOUS SITES  
Project number: F3731-130168

Section 01 11 11  
WORK DESCRIPTION SUMMARY  
PAGE 3 OF 3

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**Part 2        Products**

**2.1            NOT USED**

.1        Not applicable.

**Part 3        Execution**

**3.1            NOT USED**

.1        Not applicable.

**END OF SECTION**

## **Part 1        General**

### **1.1            REFERENCES**

- .1       Fisheries and Oceans Canada
  - .1        General Clauses and Conditions (see tendered document).

### **1.2            ADMINISTRATIVE**

- .1       Submit to Departmental Representative submittals listed for review. Submit promptly and in orderly sequence so as to not cause delay in work. Failure to submit in ample time is not considered sufficient reason for extension of contract time and no claim for extension by reason of such default will be allowed.
- .2       Do not proceed with work affected by submittal until review of all submittals is complete.
- .3       Present shop drawings, product data, samples and mockups in SI metric units.
- .4       Review submittals prior to submission to Departmental Representative. This review represents that necessary requirements have been, or will be, determined and verified and that each submittal has been checked and coordinated with requirements of work and contract documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- .5       Notify Departmental Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .6       Verify the accuracy of field measurements in relation to any adjacent structures affected by the work.
- .7       Contractor's responsibility for errors and omissions in submission is not relieved by Departmental Representative's review of submittals.
- .8       Contractor's responsibility for deviations in submission from requirements of contract documents is not relieved by Departmental Representative's review.
- .9       Keep one reviewed copy of each submission on site.
- .10      Accompany submissions with transmittal letter containing:
  - .1        Date.
  - .2        Project title and number.
  - .3        Contractor's name and address.

MAGDALEN ISLANDS  
DREDGING AT VARIOUS SITES  
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Section 01 33 00  
SUBMITTAL PROCEDURES  
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- .4 Identification and quantity of each document.
- .5 Other pertinent data.
- .11 The Department will provide the Contractor with copies of dumping permits issued for each of the sites where the disposal is necessary. The Contractor shall display the license on the equipment used for this purpose.
- .12 The Contractor shall complete a register of immersion for each site where the dumping of materials is permitted. The Contractor shall submit the original copies of immersion registers as soon as the work has ended.

### **1.3 CERTIFICATES AND TRANSCRIPTS**

- .1 Immediately after awarding of Contract, submit to the Departmental Representative all documents required by the public agency having jurisdiction over worker protection in the event of a work-related accident.

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not applicable.

## **Part 3 Execution**

### **3.1 NOT USED**

- .1 Not applicable.

**END OF SECTION**

## **Part 1        General**

### **1.1            SECTION INCLUDES**

- .1        The Contractor shall manage its operations so that safety and security of the public and of construction site/workplace workers and environmental protection always take precedence over cost and scheduling considerations.

### **1.2            REFERENCES**

- .1        According to the context, the most recent of the following codes shall be used:
  - .1        Canada Labour Code - Part II, Canadian Occupational Safety and Health Regulations.
  - .2        Canadian Standards Association (CSA).
  - .3        Act respecting Occupational Health and Safety (R.S.Q., c. S-2.1) [2002].
  - .4        Construction Safety Code, S-2.1, r.6 [2001].
  - .5        Any other health and safety act or regulation that could be applicable under the company's status or the context of the work execution.

### **1.3            SUBMITTALS**

- .1        Submit required documents according to section 01 33 00.
- .2        Submit to Departmental Representative the construction site/workplace-specific safety program as outlined in 1.8 - Safety and Health Management at least 10 days prior to start of work. The Contractor shall review its program during the course of the project in the event of changes to work methods or construction site/workplace conditions. The Departmental Representative may, after receiving the program or at any time during the project, ask the Contractor to update or modify the program in order to better reflect the reality of the construction site/workplace. The Contractor must make the required changes before work begins.
- .3        Submit to Departmental Representative the construction site/workplace inspection sheet, duly completed, at the intervals indicated in 1.12. Inspection of Construction Site/Workplace and Correction of Hazardous Situations.
- .4        Submit to Departmental Representative within 24 hours a copy of any inspection report, correction notice or recommendation issued by federal or provincial inspectors.
- .5        Submit to Departmental Representative within 24 hours an investigation report for any accident involving injury or any incident exposing a potential hazard.



- .6 Submit to Departmental Representative all safety data sheets for hazardous materials to be used at the construction site/workplace at least three (3) days before they are to be used.
- .7 Submit to Departmental Representative copies of all training certificates required for application of the safety program, in particular:
  - .1 First aid in the workplace and cardio-pulmonary resuscitation;
  - .2 Work in confined spaces;
  - .3 Lockout procedures;
  - .4 Wearing and fitting of individual protective gear;
  - .5 Any other requirement of Regulations or the safety program.
- .8 Medical examinations: wherever legislation, regulations, directives or a safety program require medical examinations, the Contractor shall:
  - .1 Prior to start-up, submit to Departmental Representative certificates of medical examination for all supervisory staff and employees who will be on duty when the construction site/workplace opens.
  - .2 Thereafter submit without delay certificates of medical examination for any newly hired personnel as and when they start work at the construction site/workplace.
- .9 Emergency plan: The emergency plan, as defined in 1.8.3 - Safety and Health Management, shall be submitted to Departmental Representative at the same time as the construction site/workplace-specific safety program.
- .10 Permits: Obtain all required municipal, provincial and federal permits according to contractual clauses. Send a copy of each permit to Departmental Representative without delay.
- .11 Plans and certificates of compliance: Submit to Departmental Representative copies, signed and sealed by Departmental Representative of working methods, of all plans and certificates of compliance applicable as follows:
  - .1 Any modification to equipment or a machine component unauthorized by the builder. Maintain copies of these documents at the construction site/workplace for the duration of the project.

#### **1.4 SAFETY ASSESSMENT**

- .1 The Contractor shall identify all hazards inherent in each task to be carried out at the construction site/workplace.
- .2 The Contractor shall plan and organize work so as to eliminate hazards at source or to promote collective protection so as to minimize reliance on individual protective gear. Where individual protection against falling is required, workers shall use a safety harness that meets standard CAN-CSA-Z259.10-M90. Safety belts shall not be used as protection against falling.

- .3 Equipment, tools and protective gear which cannot be installed, fitted or used without compromising the health or safety of workers or the public shall be deemed inadequate for the work to be executed.
- .4 All mechanical equipment shall be inspected before delivery to the construction site/workplace. Before using any mechanical equipment, submit to Departmental Representative a certificate of compliance signed by a qualified mechanic. In the event of suspicion of a defect or accident risk, Departmental Representative may at any time order the immediate shutdown of equipment and require a new inspection by a specialist of the representative's own choosing.

## **1.5 MEETINGS**

- .1 The Contractor's decision-making representative shall attend all meetings at which construction site/workplace safety and health issues are to be discussed.
- .2 The Contractor shall set up a Health and Safety Committee and convene meetings every two weeks. At least one contractor's decision-making representative and one representative for each trade or group of workers shall attend those meetings. The purpose of the Health and Safety Committee is to monitor the application of the contractor's safety program and make sure that appropriate safety actions are taken to correct any situation that could result in an accident or compromise the health of the workers.

## **1.6 REGULATORY REQUIREMENTS**

- .1 Comply with all legislation, regulations and standards applicable to the construction site/workplace and its related activities.

## **1.7 PROJECT/SITE CONDITIONS**

- .1 At the construction site/workplace, take account of the following specific conditions:
  - .1 Risks related to trans-shipment, movements and boarding of floating equipment and manual labour around an excavator or a dragline in the course of dredging operations.
  - .2 Risks related to an accidental overboard spill of petroleum and cleaning operations to confine such spills.

## **1.8 SAFETY AND HEALTH MANAGEMENT**

- .1 The Contractor shall acknowledge and assume all the tasks and obligations which customarily fall upon the principal Contractor and the employer under the terms of Occupational Health and Safety legislation applicable to the Contractor.

- .2 The Contractor shall develop a construction site/workplace-specific safety program based on the hazards identified and apply it from the start of project work until close-out is completed. The safety program must take into account all information appearing in 1.7 – Project/Site Conditions and must be submitted to all parties concerned in accordance with the provisions set forth in 1.3 - Submittals. At a minimum, the construction site/workplace-specific safety program must include:
- .1 Company safety and health policy;
  - .2 A description of the work, total costs, schedule and projected workforce curve;
  - .3 Flow chart of safety and health responsibility;
  - .4 The physical and material layout of the construction site/workplace;
  - .5 First-aid and first-line treatment standards;
  - .6 Identification of construction site/workplace-specific hazards;
  - .7 Risk assessment for the tasks to be carried out, including preventive measures and the procedures for applying them;
  - .8 Training requirements;
  - .9 Procedures in case of accident or injury;
  - .10 Written commitment from all parties to comply with the prevention program;
  - .11 A construction site/workplace inspection schedule based on the preventive measures in said program.
- .3 The Contractor shall draw up an effective emergency plan based on the characteristics and constraints of the construction site/workplace and its surroundings. Submit the emergency plan to all parties concerned pursuant to the provisions of 1.3 - Submittals. The emergency plan must include:
- .1 Evacuation procedure;
  - .2 Identification of resources (police, firefighters, ambulance services, etc.);
  - .3 Identification of persons in charge at the construction site/workplace;
  - .4 Identification of those with first-aid training;
  - .5 Training required for those responsible for applying the plan;
  - .6 Any other information needed in light of the construction site/workplace characteristics.

## 1.9 RESPONSIBILITY

- .1 Regardless of the size of the construction site/workplace or the number of workers at the site, the Contractor shall designate a competent person to supervise and take responsibility for health and safety. Take all necessary measures to ensure the health and safety of persons and property at or in the immediate vicinity of the construction site/workplace and likely to be affected by any of the work.
- .2 Take all necessary measures to ensure application of and compliance with the safety and health requirements of the contract documents and contractor's applicable federal and

provincial regulations and standards as well as the construction site/workplace-specific safety program, complying without delay with any order or correction notice issued by an inspector.

- .3 Take all necessary measures to keep the construction site/workplace clean and in good order throughout the course of the work.

#### **1.10 COMMUNICATIONS AND POSTING**

- .1 Make all necessary arrangements to ensure effective communication of safety and health information at the construction site/workplace. As they arrive at the construction site/workplace, all workers must be informed of their rights and obligations pertaining to the construction site/workplace safety program. The Contractor shall draw attention to workers' right to refuse to perform work which they feel may threaten their own health, safety or physical integrity or that of other persons at the construction site/workplace. The Contractor shall keep and update a written record of all information transmitted with signatures of all affected workers.
- .2 The following information and documents must be posted in a location readily accessible to all workers:
  - .1 Identification of employer and/or the principal Contractor;
  - .2 Company OHS policy;
  - .3 Construction site/workplace-specific safety program;
  - .4 Emergency plan;
  - .5 Data sheets for all hazardous materials used at the construction site/workplace;
  - .6 Minutes of construction site/workplace committee meetings;
  - .7 Names of Construction site/workplace committee representatives;
  - .8 Names of those with first-aid training;
  - .9 Action reports and correction notices issued by inspectors.

#### **1.11 UNFORESEEN CIRCUMSTANCES**

- .1 In the event that a source of danger not defined in the specifications or identified in the preliminary construction site/workplace inspection arises as a result of or in the course of the work, immediately suspend work, take appropriate temporary measures to protect the workers and the public and notify Departmental Representative both verbally and in writing. Then the Contractor must notify or update the construction site/workplace-specific safety program in order to resume work in safe conditions.

#### **1.12 INSPECTION OF CONSTRUCTION SITE/WORKPLACE AND CORRECTION OF HAZARDOUS SITUATIONS**

- .1 Inspect the construction site/workplace and complete the construction site/workplace inspection sheet at least once a week.

- .2 Immediately take all necessary measures to correct any deviations from legislative or regulatory requirements or hazards identified by a government inspector, by the Departmental Representative, by the construction site/workplace safety and health co-ordinator of PWGSC or during routine inspections.
- .3 Submit to Departmental Representative written confirmation of all measures taken to correct deviations and hazardous situations.
- .4 Work interruption: Grant full authority to the person assigned by the Contractor to safety and health responsibilities to order the interruption and resumption of work as and when deemed necessary or desirable in the interests of safety and health. This person should always act so that the safety and health of the public and construction site/workplace workers and environmental protection take precedence over cost and scheduling considerations. Without limiting the scope of the "Safety and Health Management" and "Responsibilities" sections, the Departmental Representative or any other person designated by Fisheries and Oceans Canada-Small Craft Harbours to manage or supervise the project may order cessation of work if, in his or her view, there is any hazard or threat to the safety or health of construction site/workplace personnel or the public or to the environment.

**1.13 BLASTING**

- .1 Blasting and any other use of explosives are forbidden unless authorized in writing by Departmental Representative.

**Part 2 Products****2.1 NOT USED**

- .1 Not applicable.

**Part 3 Execution****3.1 NOT USED**

- .1 Not applicable.

**END OF SECTION**

**Part 1        General****1.1        PRECEDENCE**

- .1        Division 01 sections take precedence over technical specification sections in other divisions of this Project Manual.

**1.2        FIRES**

- .1        Fires and burning of rubbish at the site/workplace are not permitted.

**1.3        DISPOSAL OF WASTE**

- .1        The disposal of refuse and/or volatile materials such as oil, mineral spirits or thinners for oil or paint directly into streams, storm drains or sanitary sewers is prohibited. These materials shall be disposed of in accordance with the requirements of local authorities.

**1.4        POLLUTION CONTROL**

- .1        Control emissions from equipment and plant in compliance with the emission requirements of local authorities.
- .2        Prevent fine material and other extraneous materials from contaminating air beyond application area.
- .3        Maintain on-site access to absorbents at all times to enable fast response in the event of a spill of hazardous material.
- .4        In case of accidental oil spill, the Contractor shall report the spill immediately to the Canadian Coast Guard emergency office at 1-800-363-4735 and take all requested actions to correct the situation and to limit the impact on the environment.
- .5        The Contractor must also have access on the dredge to a spill kit. The type of spill kit should be “Quatrex Q Ultra 75” or the equivalent. The Contractor should use the spill kit in the case of a hydrocarbon spill and apply aforementioned paragraph 1.4.4.
- .6        With respect to the transportation, handling and storage of dangerous goods on vessels or floating plant, the Contractor shall comply with the Canada Shipping Act (CSA) and all regulations made under the CSA.
- .7        Dredged material, waste or debris shall not be disposed of in waterways.

- .8 Petroleum products or any other hazardous substances shall not be stored within 30 metres of the shore.
- .9 Vehicle maintenance and fuelling shall not be done within 30 metres of the shore.
- .10 For proper management of environmental aspects related to dredging, the Contractor shall take into consideration the points raised in the example of environmental monitoring sheet provided in Appendix 8 of this specification.

## 1.5 INVASIVE SPECIES

- .1 An exotic invasive species is, by definition, a species foreign to the ecosystem in which it finds itself, but able to reproduce and which can have harmful effects on the economy, the environment or human health. This type of pest includes, in addition to plants, some animals, fungi and microorganisms that also represent a threat to biodiversity.
- .2 Marine ecosystems are vulnerable to the onset of alien and invasive species, namely during the carrying out of construction activities requiring floating equipment. In order to avoid introduction of alien invasive species into the natural ecosystem during marine construction works involving floating equipment, the following measures will be mandatory. The risks of introducing invasive species are minimized by utilizing clean marine equipment that would have been stored on dry land prior to its use. Hence:
  - .1 Concerning equipment that has been cleaned and stored on dry land immediately prior to the beginning of construction, the Contractor shall:
    - .1 Provide, in writing to the Departmental Representative, a list of this equipment, the storage place and the planned launch date. The Departmental Representative must be able to check whether the equipment was in fact clean and stored on dry land before the beginning of the construction work.
  - .2 Concerning the use of equipment already on the water, the contractor is required to demonstrate, at its own expense, that this floating equipment is clean and free of invasive species immediately before mobilizing it towards the worksite. Hence:
    - .1 The Contractor shall provide a written inspection report immediately before the mobilization of the latter towards the working site certifying that said equipment is free of invasive species. The inspection report shall be prepared by a biologist qualified in the identification of benthic fauna. Sampling must be carried out by divers. The report shall include, but not be limited to, the following information: the list of the inspected equipments (tugboats, barges, etc.), the date and place of the inspection, a summary of the sampling and identification protocols, the list of the samples, and a table showing the results and confirmation as to the presence or absence of invasive species. The report shall present photographs and be signed by the qualified biologist before being transmitted to the Departmental Representative along with any other

required contractual documents before the mobilization of the equipment towards the Îles-de-la-Madeleine.

- .2 Should the inspection report confirm the presence of invasive species, the contractor is required to replace the equipment or to conduct a thorough cleaning of the equipment at its own expense. The description of the cleaning work shall be included in the new inspection report (after cleaning) with all the relevant information mentioned previously.
- .3 The Department reserves the right to carry out a second assessment at any time. Should invasive species be detected, the contractor shall stop the work and conduct a cleaning of the equipment concerned at its own expense after which it shall follow the abovementioned procedure.

#### **1.6 AERAS OF EXCLUSION DREDGING AND/OR DISPOSAL**

- .1 Some areas within the area of dredging may have concentrations of chemicals that prevent either dredging or dumping of sediment at sea. Contractor shall not intervene within the limits defined as "areas of exclusion" without the written approval of the Department. The exclusion zones are shown in dredging approved templates for each site.
- .2 Exclusion zones are based on the characterization of materials made on a regular basis. As exclusion zones may vary from year to year, the Contractor shall verify annually templates dredging prior to commencement of work.

### **Part 2 Products**

#### **2.1 NOT USED**

- .1 Not applicable.

### **Part 3 Execution**

#### **3.1 NOT USED**

- .1 Not applicable.

**END OF SECTION**



## **Part 1        General**

### **1.1            SET-UP AND REMOVAL OF EQUIPMENT**

- .1        Supply and set up or otherwise develop the construction facilities required to enable completion of the work in a prompt manner.
- .2        Dismantle and remove all equipment from the site that is no longer required.

### **1.2            PARKING ON-SITE**

- .1        Parking is permitted at the docks as long as it does not interfere with the regular movement of other users.
- .2        Clean all traffic lanes after they have accommodated work equipment.

### **1.3            SANITARY FACILITIES**

- .1        Provide sanitary facilities for workforce/employees in accordance with governing regulations and ordinances.
- .2        Post notices and take such precautions as are required by local health authorities. Keep area and premises in sanitary condition.

## **Part 2        Products**

### **2.1            NOT USED**

- .1        Not applicable.

## **Part 3        Execution**

### **3.1            NOT USED**

- .1        Not applicable.

**END OF SECTION**

## **Part 1        General**

### **418.646        WASTE MANAGEMENT OBJECTIVES (Onshore Disposal)**

- .1        This section deals primarily with the disposal of dredged material at one or more onshore sites.
- .2        Protect the environment and prevent pollution and other environmental impact.

### **1.2            DEFINITIONS**

- .1        Reuse/recovery: Repeated use of a product or material more or less in its original form, whether for a similar (reuse) or different (recovery) use. Reuse and recovery include the following:
  - .1        The recovery for reuse of products and materials generated by the retrofitting of a structure or facility, prior to their demolition, for the purpose of their resale, repurposing, reuse within the same project or storage for later use.

### **1.3            DISPOSAL OF WASTE**

- .1        The burial of waste or debris is prohibited.
- .2        The disposal of refuse and/or volatile materials such as oil, mineral spirits or thinners for oil or paint directly into streams, storm drains or sanitary sewers is prohibited.

### **1.4            USE OF SITES AND FACILITIES**

- .1        Perform the work while minimizing any disruption in the normal use of the site.
- .2        Implement provisional safety measures approved by the Departmental Representative.

### **1.5            WORK SCHEDULE**

- .1        Coordinate waste management with other activities to ensure an orderly work flow.

## **Part 2        Products**

### **2.1            NOT USED**

- .1        Not applicable.

**Part 3      Execution****3.1      CLEAN-UP**

- .1      On completing the work, leave the site clean and orderly.
- .2      Keep work areas clean during the work.

**3.2      RECLAMATION OF DREDGED MATERIALS**

- .1      Materials from dredging that can be reclaimed for other uses may be removed from the site on the condition that the Contractor:
  - .1      pledge in writing that the operator and the owner, where this is another person, of the site where the materials that, in the Contractor's opinion, are reclaimable will be left shall indemnify and save Her Majesty in right of Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the deposit of these materials at the site in question by the Contractor or its employees, agents or subcontractors or the subsequent use of said materials;
  - .2      supply a document duly signed by the operator and the owner, where this is another person, of the site authorizing the Contractor to deposit at the site the demolition materials that, in the Contractor's opinion, are reclaimable;
  - .3      supply a document duly signed by the site operator and the site owner, where this is another person, indemnifying and saving Her Majesty in right of Canada harmless from and against all claims potentially arising from the deposit at the site and any subsequent use of the demolition materials that, in the Contractor's opinion, are reclaimable.

The document shall:

- .1      be completed in duplicate if the site operator is not also the site owner (i.e., one copy by the site operator and one copy by the site owner);
- .2      indicate the cadastral references and the names of the owners of the lots making up the site where the reclaimable materials will be deposited;
- .3      contain the following paragraph:
 

" \_\_\_\_\_ (insert name of company operating the site or, where applicable, of site owner) shall hold and save Her Majesty in right of Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the deposit by \_\_\_\_\_ (insert Contractor's name) or its employees, agents or subcontractors, on

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the lot(s) identified under the number(s) \_\_\_\_\_ of  
\_\_\_\_\_ (insert description of structure being  
demolished) which, in the opinion of \_\_\_\_\_ (insert  
Contractor's name), can be reclaimed or the subsequent use of said  
materials"; and,

- .4 supply a document duly issued by the RCM or municipality where the site is located authorizing the site operator and the site owner, where this is another person, to use the site for the deposit of reclaimable demolition materials; and,
- .5 obtain prior approval in writing from the Departmental Representative.

### 3.3 PRINCIPAL FEDERAL AND PROVINCIAL AUTHORITIES ON ENVIRONMENTAL ISSUES

- .1 Principal government authorities on environmental issues

<u>Level</u>	<u>Description</u>	<u>General Information</u>	<u>Fax</u>
Government of Quebec	Ministère du Développement durable, de l'Environnement et des Parcs	1-418-521-3830	1-418-646-5974
		1-800-561-1616	
Government of Canada	Environment Canada	1-800-668-6767	1-819-994-1412
Government of Canada	Fisheries and Oceans Canada Fish Habitat Management	1-418-775-0726	1-418-775-0658
Government of Canada	Canadian Environmental Assessment Agency	1-418-649-6444	1-418-649-6443

**END OF SECTION**

**Part 1        General****1.1            RELATED SECTIONS**

- .1        Section 01 11 11 – Work Description Summary
- .2        Section 01 35 43 – Environmental Procedures

**1.2            MEASUREMENT PROCEDURES**

- .1        Only material excavated above grade planes and within side slopes indicated or specified will be measured.
- .2        The quantities shown on the price list are approximate amounts and may not be increased without written authorization from the Departmental Representative. No payment will be made for additional quantities unless authorized in writing by the Department Representative.
- .3        Item 1A - Lump sum: Mobilization/Demobilization "A":
  - .1        The Contractor agrees to provide, at the request of the Departmental Representative, the following information related to the lump sum prescribed in this section within 48 hours following the time set for the closing of bids:
    - .1        distances travelled in km;
    - .2        itinerary;
    - .3        approximate dates.
  - .2        The lump sum shall represent the cost to the Department for the commissioning of the Contractor's equipment and mobilization to the first dredging site and the decommissioning and demobilization of said equipment from the last site under this contract.
  - .3        The construction site organizing cost is included in this lump sum.
- .4        Item 1B – Unit Price: Mobilization/Demobilization "B":
  - .1        The unit price shall represent the cost per kilometre to the Department for moving the Contractor's equipment between dredging sites under this contract.
- .5        Item 2A – Unit Price: Mechanical dredging (barge with excavator bucket or clamshell):
  - .1        The Contractor shall submit a unit price per cubic meter in place measurement (m<sup>3</sup>pm) which shall be applied to the volume dredged by clamshell. The Contractor

may submit a request for payment after the Site Completion Certificate has been signed by the Departmental Representative.

If the work takes longer than thirty (30) days, a progress payment based on the cubic metre barge measurement ( $m^3sm$ ) may be accepted according to the general conditions of the contract (see section 5.4, division R2850D).

- .2 The dredging area is defined by side boundaries and depth levels shown on the plan. The dredging area includes ratio 3 to 1 horizontal-to-vertical side slopes as defined in paragraph 1.3.9 herein.
  - .3 Dredging shall be measured in cubic metres in place. The volume shall be determined based on the bathymetric surveys carried out before and after complete dredging of the areas identified in the plans.
  - .4 Based on the pre-dredging soundings, the Department reserves the right to modify the horizontal and/or vertical boundaries at any time in order to get as close as possible to the quantities estimated in the schedule of unit prices.
  - .5 Sweeping and levelling of the dredged areas are included in the unit price for dredging, as well as all equipment, tools, labour, etc. required to do the work.
  - .6 All operations related to placement of the dredging equipment shall be deemed related to the work and shall not give rise to a separate payment.
  - .7 Filling and sedimentation in areas where work is incomplete or in areas that were previously dredged may occur prior to acceptance. The Contractor is responsible for and must remove such material and complete the dredging of all areas indicated in the plans to the specified depth in order to obtain the Site Completion Certificate. Fill or sediment removed during dredging will not be measured separately for payment.
  - .8 The unit price shall also include all costs associated with dredging material under the grade and outside the dredging limit.
- .6 Item 2B – Unit Price: Pumping Dredging (excavator barge and pump / floating pumping equipment) :
- .1 The Contractor shall submit a unit price per cubic meter in place measurement ( $m^3pm$ ) which shall be applied to the volume dredged using pumping method. The Contractor may submit a request for payment after the Site Completion Certificate has been signed by the Departmental Representative.  
  
If the work takes longer than thirty (30) days, a progress payment based on the cubic metre barge measurement ( $m^3sm$ ) may be accepted according to the general conditions of the contract (see section 5.4, division R2850D).
  - .2 The dredging area is defined by side boundaries and depth levels shown on the plan. The dredging area includes ratio 3 to 1 horizontal-to-vertical side slopes as defined in paragraph 1.3.9 herein.

- .3 Dredging shall be measured in cubic metres in place. The volume shall be determined based on the bathymetric surveys carried out before and after complete dredging of the areas identified in the plans.
- .4 Based on the pre-dredging soundings, the Department reserves the right to modify the horizontal and/or vertical boundaries at any time in order to get as close as possible to the quantities estimated in the schedule of unit prices.
- .5 Sweeping and levelling of the dredged areas are included in the unit price for dredging, as well as all equipment, tools, labour, etc. required to do the work.
- .6 All operations related to placement of the dredging equipment shall be deemed related to the work and shall not give rise to a separate payment.
- .7 Filling and sedimentation in areas where work is incomplete or in areas that were previously dredged may occur prior to acceptance. The Contractor is responsible for and must remove such material and complete the dredging of all areas indicated in the plans to the specified depth in order to obtain the Site Completion Certificate. Fill or sediment removed during dredging will not be measured separately for payment.
- .8 The unit price shall also include all costs associated with dredging material under the grade and outside the dredging limit.

.7 Item 3A – Unit Price: Evacuation - Immersion / Beach Nourishment / Recirculation:

- .1 The unit price submitted for disposal of dredged material shall correspond to the volume payable under Item 2 ( $m^3mp$ ) of the unit price table multiplied by the shortest navigable distance in kilometres (Appendix 1) between the dredging and authorized disposal sites.
- .2 The disposal of dredged material shall take place in compliance with the guidelines of the ocean dumping permit (Appendix 5) and the other contract documents.
- .3 In the case of a pumping dredging, the unit price will include the conduits installation from the dredging site till the material disposal site.

.8 Item 3B – Unit Price : Evacuation – On-land Disposal :

- 1 The unit price submitted for disposal of dredged material shall correspond to the volume payable under Item 2 ( $m^3mp$ ) of the unit price table multiplied by the shortest navigable distance established at 1.0 kilometre between dredging site and the on-land authorised disposal site.
- .2 The price provided by the Contractor shall include all equipment, all labor and all necessary evacuation of dredged materials and the deposit on the dock or material location designated by the Department in accordance with directives of the Departmental Representative and other contract documents.

- .3 Costs associated with loading materials that have issued and placed in temporary storage to be transported off-site to be negotiated in case that these costs would be the responsibility of the Department.
- .4 In the case of pumping dredging, the unit price will include the introduction of conduits conveying the dredged materials to the disposal site.
- .5 The price also include, and if necessary, the work of creating a temporary settling basin to allow a minimum discharge of the water contained in the dredged materials or the recirculation of water in the case of pumping dredging.
- .9 Item 4 – Unit price : Removal of debris or obstructions:
  - .1 The unit price for removal of debris or related operations shall include the associated costs of the recovery, transport and disposal of these materials.

The overall cost shall be based upon the submitted hourly rate for floating equipment and be measured in terms of the time related directly to the operation.
- .10 Miscellaneous considerations:
  - .1 The lump sum and the unit prices shall include all materials, transportation, leasing and installation of equipment, tools, labour and costs to carry out any work not specifically described in the plans, the specifications or any other bid documents but deemed necessary to ensure that the work is performed to professional standards.
  - .2 All of the work described in these specifications, represented in the plans or otherwise required to complete the work covered by these specifications but not defined as a separate component entitling the Contractor to a lump sum or unit payment shall be deemed directly or indirectly related to the general purpose of the contract, and no separate payment shall be made in respect of any such work; the cost of all work related directly or indirectly to the purpose of this contract shall, however, be included in the unit price.
  - .3 There shall be no additional payment for temporary structures used during dredging operations.
  - .4 There shall be no additional payment for delays attributable to fishing seasons or fishing gear located at the dredging sites or the disposal site.
  - .5 There shall be no additional payment for delays resulting from vessel traffic.
  - .6 There shall be no additional payment for downtime.
  - .7 There shall be no additional payment for mooring and anchoring facilities for the dredge or any other floating equipment.
  - .8 There shall be no additional payment for downtime resulting from operational performance adjustments.



- .9 There shall be no additional payment for lost time resulting from weather conditions.
- .11 Bidders shall present their bids as follows:
- .1A Total fixed cost to mobilize and demobilize dredging equipment to carry out the prescribed dredging work in the Îles-de-la-Madeleine (reference: Item 1A of Fixed Prices Table).
  - .1B Unit price per kilometre (km) to transfer the equipment between sites (reference: Item 1B of Unit Price Table).
  - .2A Unit price per cubic metre ( $m^3pm$ ) to dredge an estimated volume of 20,000  $m^3$  measured in place by mechanical equipment (excavator on barge with bucket and / or clamshell) (reference: Item 2A of Unit Price Table).
  - .2B Unit price per cubic metre ( $m^3pm$ ) to dredge an estimated volume of 20,000  $m^3$  measured in place using pumping equipment (excavators, hydraulic pump and transmission line). Costs associated with the disposal of stored materials will be negotiated with the Contractor depending on the nature of the adjustment required (reference: Item 2 of Unit Price Table).

**Importante note regarding items 2A et 2B :**

The Contractor shall provide a price for the two methods of dredging required. By cons, listed for each of these individual items should not be construed as cumulative as the Department may use any methods or a combination of the two methods for carrying out the work..

In the event that two methods will be used for dredging materials (mechanical and pumping) for the same site and within the same phase, the calculation of quantities for each method will be established jointly by the representative of the Ministry and the Contractor in accordance with the reporting activities of the Contractor and in terms of the quantities ( $m^3mp$ ) established by the difference between the readings before and after dredging.

- .3A Unit price per cubic metre ( $m^3pm$ -km) to dispose of the dredged material at authorized disposal sites, beach nourishment sites or recirculation sites (bypass).(reference: Item 3A of Unit Price Table).
- .3B Unit price per cubic metre-kilometre ( $m^3pm$ ) to dispose of the dredged material at temporary land sites available (maximum 1 km from where dredging) (Reference: Article 3B of the Unit Price Table). The prices include, as needed, the creation of a settling basin to allow temporary minimal discharge of water in the dredged materials or the recirculation of water in the case of a dredging pump.

**Importante note regarding items 2A et 2B :**

The Contractor shall provide a price for the two disposal methods required. By cons, listed for each of these individual items should not be construed as cumulative as the Department may use any methods or a combination of the two methods for carrying out the work..

In the event that two methods will be used for dredging materials (mechanical and pumping) for the same site and within the same phase, the calculation of quantities for each method will be established jointly by the representative of the Ministry and the Contractor in accordance with the reporting activities of the Contractor and in terms of the quantities (m<sup>3</sup>mp) established by the difference between the readings before and after dredging.

- .4 Unit price per hour (h) to remove debris or obstructions (reference: Item 4 of unit price table).
- .12 Obstructions
  - .1 The removal of debris or obstructions authorized in advance by the Departmental Representative and the cost of such work shall be determined based on the number of hours actually spent removing the material. The hourly cost of the dredging equipment used to do the work shall be paid at the rate indicated under Item 4 in the unit price table.

**1.3 DEFINITIONS**

- .1 Dredging: excavating, transporting and disposing of underwater materials, , including the placement in barges with bottom opening (maries-salopes) excavated materials.
- .2 Removal: transportation and disposal in a land disposal area of excavated materials.
- .3 Class A material: solid rock requiring fragmentation by drilling or blasting, as well as free rock or rock fragments of individual volumes greater than 1.5 m<sup>3</sup>.
- .4 Class B material: loose or shale rock, silt, sand, quicksand, mud, shingle, gravel, clay, sand, gumbo, boulders, hardpan and debris of individual volumes less than 1.5 m<sup>3</sup>.
- .5 Debris: pieces of wood, wire rope, scrap steel, pieces of concrete and other waste materials.
- .6 Grade: plane above which all material is to be dredged.
- .7 m<sup>3</sup>pm: volume of material measured in place, in cubic metres.
- .8 m<sup>3</sup>sm: volume of material measured on barge, in cubic metres.

- .9 Side slope: surface or plane sloped relative to the dredging level, located at the side boundary of the dredged area and extending to the intersection with the natural level of the bottom outside that side boundary; the slope is expressed as the ratio between the horizontal and vertical dimensions.
- .10 DGPS-RTK Technology: a technology that provides a GPS position accurate to the nearest centimetre in x, y, z dimensions.
- .11 Chart datum: reference level set sufficiently low to ensure that the water level in tidal and non-tidal waters is rarely lower.
- .12 Coordinate system
  - .1 MTM project: modified transverse Mercator projection.
  - .2 MTM coordinates: plane rectangular coordinates used for graphic representation where a grid is applied to the MTM projection. The coordinates are the horizontal reference parameters.
- .13 “Instantaneous depth” mode: operating mode of bathymetric survey equipment whereby the system stores in memory every depth reading over the entire pass.
- .14 Matrix cell: Each dredging area is represented as a certain number of 2.0 m x 2.0 m or 4.0 m x 4.0 m cells. Depending on where the bathymetric surveys are done, a given cell may contain several depths.
- .15 “Shallowest depths” plan: bathymetric survey plan on which the depths indicated are the shallowest depths measured in each cell in the matrix.
- .16 Verified area: dredging area deemed to comply with the plans and specifications.
- .17 Site Completion Certificate: letter or memorandum given to the Contractor by the Departmental Representative certifying that dredging at a particular site has been completed.

#### 1.4 REGULATORY REQUIREMENTS

- .1 The Contractor shall, and shall ensure that all its employees, both actual and de facto, including its subcontractors, honour all third-party rights and privileges and comply with all federal, provincial and municipal laws, regulations and orders.
- .2 Mark floating equipment with lights in accordance with the International Regulations for Preventing Collisions at Sea and the Rules of the Road for the Great Lakes and maintain radio watch on board.

**1.5 SCHEDULING**

- .1 Before starting work or within two (2) weeks after the contract is awarded, submit to the Departmental Representative for approval a schedule of work that includes the projected length of each phase up to completion of the work.
- .2 In addition to the schedule required under the previous paragraph, the Contractor shall, two (2) weeks in advance, notify the Departmental Representative of its date of arrival at the site. The Departmental Representative shall, during that period, conduct a pre-dredging bathymetric survey and inform the Contractor of the results.
- .3 The Contractor shall abide by the established calendar and take immediate action to correct any deviation by modifying the dredging work underway or transporting and moving other equipment. The Departmental Representative shall be informed of any corrective measures taken.
- .4 The work shall be completed according to the date indicated in the contract documents.
- .5 The work schedule shall take into consideration the environmental protection information set out in Appendices 4 and 5. The Contractor shall take into consideration that these periods may vary during the term of the contract.

**1.6 LOCATION**

- .1 The following sites in Îles-de-la-Madeleine, Quebec, within the contract period:
  - Grosse-Île
  - Île-d'Entrée
  - Millerand
  - Pointe-BasseSites that could be added during the term of the contract (non-scheduled):
  - Grande-Entrée
  - Havre-Aubert
  - Étang-du-Nord
  - Cap-aux-Meules
  - Pointe-aux-Loups
- .2 Contract work consists of dredging basins and access to harbours as indicated on drawings and described in specifications and any other documents transmitted to the Contractor.
- .3 Drawings related to the present specifications indicate overall areas to be dredged at each site. Recent bathymetric survey drawings will be available prior to commencement of dredging works.

- .4 The Department reserves the right to cancel / replace / add sites dredging if required. However, these sites should be located within the Magdalen-Island area.

#### **1.7 INTERFERENCE WITH NAVIGATION**

- .1 Be familiar with vessel movements and fishery activities in areas affected by dredging operations.
- .2 Plan and execute work in a manner that will not interfere with fishing operations, marina operations, construction activities at wharf sites or access to wharves by land or water.
- .3 The Department will not be responsible for loss of time, equipment or material or any other cost related to interference with moored vessels at dredging sites or due to other Contractor operations.
- .4 At least forty-eight (48) hours in advance if possible, the Contractor shall advise the Departmental Representative of any special relocation of dredging equipment (for refuelling, repair, etc).
- .5 The Contractor shall continuously and accurately report all dredge movements to Marine Communications and Traffic Services (MCTS) of Fisheries and Oceans Canada.
- .6 Should any equipment belonging to the Contractor cause interference with navigation for any reason, the Contractor shall immediately:
  - .1 advise Marine Communications and Traffic Services (MCTS) of DFO and the Departmental Representative;
  - .2 comply with paragraph 3.1.14 herein;
  - .3 remove the plant immediately at its own expense. Should the Contractor fail to comply with the above requirement, removal will be undertaken by the Department and all costs related thereto shall be charged to the Contractor.

#### **1.8 DATUM, WATER GAUGES AND TARGETS**

- .1 Depths and grades used in this specification and contract drawings are in metres in relation to chart datum.
- .2 Depths (soundings) will be adjusted to chart datum using DGPS-RTK technology. The Contractor will be responsible for obtaining, by its own means and at its own expense, all relevant water level data needed for performance of the work.

#### **1.9 FLOATING PLANT**

- .1 The Contractor shall supply and maintain all dredging equipment with sufficient capacity to excavate, load, transport and dispose of all materials mentioned in the specification, taking into account settling of materials and excess dredged materials as applicable.

- .2 All equipment used to execute the dredging contract shall be at all times satisfactory to the Departmental Representative.
- .3 The Contractor shall, under this contract, use barges constructed to prevent dredged material from falling when the barge is being loaded or towed.

#### **1.10 INSPECTION OF SITE**

- .1 It is the responsibility of the Contractor before submitting the bid, to get to the place of work and get all the necessary information concerning the nature and scope of work and all conditions that may affect the execution of the said works.
- .2 By submitting its tender, the Contractor acknowledges that it is aware of the following: the nature and location of the project, general and local conditions, particularly weather or climatic conditions, the degree of agitation of the water surface, the tide levels and physical conditions associated with the location of the project, the nature of the underwater soil and riverbed, the nature of the materials to be dredged, and all other circumstances that could affect the conditions of execution of the contract and the value of the work. Ignorance of local conditions shall not at any time constitute a valid reason for claiming extra costs.

#### **1.11 SITE INFORMATION**

- .1 Take all necessary measures to become fully familiar with potential inclement weather and sea conditions in this area.
- .2 Information on the dredging sites is provided in Appendices 1 to 5.
- .3 Results of the most recent soundings before dredging are included on the drawings. Pre-tender data are provided for tendering purposes only. It should be noted that this information may differ from actual site conditions.
- .4 Copies of the environmental studies will be provided by the regional program director of Small Craft Harbours Fisheries and Oceans Canada Quebec City, to the Contractor which will be selected for the contract.
- .5 The Contractor shall conduct research on historical weather and wave conditions and assess the related difficulties that may be encountered. There will be no additional payment for time lost due to poor weather conditions.
- .6 For Contractor reference, the material to be dredged at different sites is mainly sand and may include gravel at Île-d'Entrée.
- .7 Daily tide forecasts can be obtained from the following website: [www.waterlevels.gc.ca](http://www.waterlevels.gc.ca).

**1.12 BATHYMETRIC SURVEYS AND ACCEPTANCE OF WORK**

- .1 Bathymetric surveys will be made by the Department before the beginning of dredging to confirm the location of materials to be dredged as accurately as possible and to determine the quantity.
- .2 The pre-dredging survey shall be done not more than three (3) weeks prior to the start of work. No claim for additional amounts will be accepted during the term of the contract (that is, after the pre-dredging soundings are accepted).
- .3 During the bathymetric surveys, a qualified representative of the Contractor shall be present with the Department's survey team so that the soundings are officially accepted by both parties.
- .4 The Departmental Representative shall provide the Contractor in ASCII digital format (see Appendix 7) the basic data required for the work (pre- and post-dredging bathymetric surveys); these digital files will be sent to the Contractor by e-mail.
- .5 The Contractor shall submit an official request five (5) days in advance so that post-dredging soundings can be done when the work is finished.
- .6 When the work is complete, the Department will, if necessary, conduct two (2) bathymetric surveys, namely a verification survey and a final post-dredging survey. Any additional surveys and standby time will be billed to the Contractor on an hourly basis as follows:
  - .1 Hourly rate of \$250.00/hour.
  - .2 Time deemed standby time shall be any period exceeding 24 hours between the end of the verification survey and the start of the final post-dredging survey.
  - .3 Standby time shall be counted by the Department's on-site Representative at the rate of eight (8) hours a day, that is, from 8:00 a.m. to 4:00 p.m. If surveys are required by the Contractor outside that period, they will be billed to the Contractor.
- .7 After completion of dredging and before sounding after dredging, sweep dredged areas to the satisfaction of the Departmental Representative to confirm that grade depth has been attained.
- .8 In all cases, the bathymetric surveys will be carried out in daylight. Accordingly, the Department's vessel will dock at sundown.
- .9 The execution of bathymetric surveys depends on weather conditions.
- .10 The Department will not conduct any pre- or post-dredging surveys if there is ice present. There will be no additional payment for delays caused by such conditions or situations.
- .11 If, after the verification surveys or subsequent surveys have been done, there are still materials above the prescribed dredging level, the Contractor shall return to the site in order to complete the work to the satisfaction of the Departmental Representative.

- .12 Bathymetric survey equipment:
  - .1 Positioning system:
    - .1 Global positioning system (DGPS).
    - .2 Equipment: Trimble 5700 or equivalent.
  - .2 Sounding system:
    - .1 Multi-transducer system (2 or more).
    - .2 Vertical accuracy:  $\pm 0.1$  metres.
    - .3 Frequency: 200 kHz.
  - .3 Sounding mode:
    - .1 Instantaneous depths.
  - .4 Depth representation:
    - .1 Under matrix form.
    - .2 Cell dimensions: 2.0 m x 2.0 m (1: 500) or 4.0 m x 4.0 m (1: 1000).
    - .3 Drawn: least depth of each cell.
  - .5 Acceptance of work:
    - .1 An ASCII file or paper plan based on the instantaneous depths will be given to the Contractor showing the locations where the prescribed depth was not met.
  - .6 Calculation of volumes:
    - .1 Using a digital ground model generated using all of the instantaneous depths.
- .13 In order for the work to be accepted, a general cleanup of the work area shall be done and the place left in a condition satisfactory to the Departmental Representative.

### 1.13 SYSTEM OF UNITS

- .1 Relevant data such as bathymetric surveys, water levels, distances, areas and volumes, vertical benchmarks (referenced to CD), etc. mentioned in this specification and during the execution of work will be in the International System of Units (SI).

## Part 2 Products

### 2.1 DREDGING EQUIPMENT

- .1 The work shall be done with a clamshell dredge and/or a hydraulic shovel dredge or by pumping equipment and barges with opening bottom.



- .2 By its dimensions, features and draft, the dredge shall be appropriate to complete the work.

## **Part 3 Execution**

### **3.1 GENERAL**

- .1 Before commencing work, the Contractor must obtain written approval of its work schedule from the Departmental Representative.
- .2 Dredge areas within limits and to grade depth or up to bedrock as indicated on drawings.
- .3 Total area above depth level, as shown on the plan, shall be dredged.
- .4 The Contractor shall dredge as close as is feasible to the specified dredging level in a manner that clears up the area over the horizontal plane. Any excess dredging shall be done at the Contractor's responsibility and own expense.
- .5 While dredging, the Contractor shall navigate using a computerized system capable of accurately displaying on a monitor the position of the dredge and relevant bathymetric data (locations and thickness of material to be dredged) and the dredging template.
- .6 The coordinates of control points to determine the horizontal limits of the sectors to be dredged will be provided by the Departmental Representative.
- .7 The Contractor is responsible for tracking the horizontal positioning of its own dredge.
- .8 The Departmental Representative may, at his or her discretion, check the accuracy of any positioning systems used by the Contractor.
- .9 The Contractor shall be solely responsible for all primary, intermediate or secondary points (x, y), (x, y, z) and (lat, long) used by it, whether determined by it or provided by the Departmental Representative or any other party and at its own risk.
- .10 Demobilization: The Contractor may demobilize its dredging equipment only after receiving authorization to do so from the Departmental Representative. Said authorization shall be provided after final acceptance of the work.
- .11 Buoys necessary for the contract: The Contractor shall supply, place in position, moor and maintain at its own expense all buoys/markers required to properly execute the work. In the event that any of these buoys/markers sink or go adrift by chance or by accident, they shall be re-floated and/or recovered by the Contractor at its own expense to the satisfaction of the Departmental Representative. The Contractor shall assume responsibility for all accidents of any kind whatsoever due to the buoys/markers being improperly placed or insufficiently visible during the day or improperly lighted during the night or for any other reason.

- 
- .12 Navigation buoys: The Contractor shall not at any time remove or relocate any main navigation buoys. Relocation of said buoys, where warranted, will be done by the Department of Fisheries and Oceans; requests for such service must be made to the Departmental Representative at least five (5) business days in advance. The Departmental Representative reserves the right to determine whether such requests by the Contractor are warranted.
- .13 Keep functional all signals and lights having to be installed on all dredging equipment required for the work in accordance with the Collision Regulations and the Navigation Safety Regulations on the St. Lawrence River. All equipment required for the work shall be properly identified and/or visible at all times.
- .14 Subject to the Departmental Representative's authorization, disposal of dredged material in any other area than that designated herein is not permitted. The Contractor shall have the necessary equipment to meet the required position for the dumping of dredged materials.
- .15 The Contractor shall complete daily activity reports. The forms will be provided by the Departmental Representative before the start of work.
- .16 Perform the work in such a way that no damage is caused to fishing gear, and minimize interference with fishing operations when dredging in the identified areas.
- .17 Assume liability for any damage to fishing gear in the identified areas if the damage is caused by dredging. Assume responsibility for repair costs and the cost of lost fishing opportunity.
- .18 While the contract is being executed, all equipment must be kept in good working order and adequately repaired as needed. All equipment used must be seaworthy and in good condition.
- .19 While the work is being carried out, if, in the opinion of the Departmental Representative, the equipment provided is not suitable and sufficient to perform properly or the Contractor has delayed the work schedule, the Contractor shall, within 15 days following receipt of written notice from the Departmental Representative, provide other equipment subject to advance approval from the Departmental Representative.
- .20 Install and maintain tide gauges or water level indicators in order to be able to determine the appropriate depth of the dredging work. Place the tide gauges or water level indicators such that they are clearly visible.
- .21 Remove any stockpile of material that might occur during the work at no additional cost to the Crown.
- .22 Remove any material deposited in areas next to the work site and dispose of it like the dredged material. Unless otherwise authorized by the Departmental Representative, material shall not be deposited in the vicinity of the work.

- .23 Notify the Departmental Representative immediately upon finding any object, including blocks of stone 1.5 m<sup>3</sup> or bigger or solid rock, that could be considered debris or an obstruction. Move around the object after clearly indicating the location using buoys made prior to the start of work, give the Departmental Representative the MTM coordinates and then carry on with the work.
- .24 Provide and assume the cost of anchors for the dredging equipment.
- .25 Take all necessary precautions to protect existing structures located in the vicinity of the work. Any damage to such structures shall be repaired at the Contractor's expense.
- .26 Unless authorized in writing by the Departmental Representative, dredging shall not be carried out within 2.0 metres of any existing structure. The intersection between side slope and original bottom line shall be 2.0 metres away from any structure. Unless otherwise indicated on the plan, side slopes shall be of one vertical to three horizontal, the distance being measured perpendicular to the face of a structure.
- .27 The Contractor shall note that there may be more than one dredge grade per site.
- .28 Some areas within the area of dredging may have concentrations of chemicals that prevent either dredging or dumping of sediment at sea. Contractor shall not intervene within the limits defined as "areas of exclusion" without the written approval of the Department. The exclusion zones are shown in dredging approved templates for each site.
- .29 Exclusion zones are based on the characterization of materials made on a regular basis. As exclusion zones may vary from year to year, the Contractor shall verify annually templates dredging prior to commencement of work.

### **3.2 CLASS "A" REMOVAL**

- .1 No Class A material is expected to be found in the areas to be dredged. Should any be encountered, the Contractor shall have to remove the overlying (Class B) material.
- .2 If any Class A material is encountered, the Departmental Representative will assess the additional work; at the Departmental Representative's request, the Contractor shall supply the necessary and appropriate dredging plant to dredge, load, transport and dispose of said Class A material to the satisfaction of the Departmental Representative. The cost of the work supplementary to the contract (dredging Class A material) shall be determined in advance by the Contractor and the Departmental Representative.

### **3.3 DISPOSAL OF DREDGED MATERIAL**

- .1 A copy of the permit approved by Environment Canada pursuant to the provisions of part VI of the Canadian Environmental Protection Act will be transmitted to the Contractor. The work must be performed in accordance with the license conditions. For example, a 2013 copy of the permit is attached for information only (Appendix 5).

- .2 Dispose of dredged material exclusively approved by the Departmental Representative and according to the Ocean Dumping Permit requirements.
- .3 Demarcate the disposal site area with lighted and reflective marker buoys.
- .4 Buoys demarcating the disposal area must be anchored within 15 metres of the theoretical position given by the Departmental Representative.
- .5 Dumping shall be positioned along with DGPS positioning system to accuracy of  $\pm 5$  metres.
- .6 The Contractor shall limit the overloading of the barges, particularly in rough seas.
- .7 The dumping operation shall be executed as quickly as possible.
- .8 The Contractor shall provide details of capacity (volume) of equipment to be used for sediment transport to disposal sites or land disposal.
- .9 In the case where the destination of dredged material will be an on-land disposal, the Department will provide all necessary information to the Contractor (location, quantity, destination).
- .10 The maximum distance for calculating the costs of on-land disposal will be 1.0 km.
- .11 In the event that the Contractor wishes to recover sediment in order to store these materials and resell them later, the Contractor shall credit, to the Department, the value of the land disposal costs associated with this action. For example, the cost of land disposal (item 3B) for recovered at the request of the Contractor materials will be \$ 0.00 for the Department in the event the Contractor account store and sell materials from dredging.
- .12 The Contractor shall ascertain the exact position of immersion mentioned site disposal permit issued by Environment Canada and positioning equipment for sea disposal with adequate precision.

### **3.4 RE-DREDGING**

- .1 Re-dredge, subject to the Departmental Representative's approval, any area that does not meet contract criteria.

### **3.5 CO-OPERATION AND ASSISTANCE TO DEPARTMENTAL REPRESENTATIVE**

- .1 Co-operate with the Departmental Representative on inspection of work and provide assistance requested.
- .2 The Contractor shall supply all necessary and satisfactory marine transportation to the Departmental Representative or his or her representative from a local wharf to the dredge for

site inspections or for any other reason that the Departmental Representative considers appropriate.

- .3 The Contractor shall expect to supply wharf facilities and obtain at its own expense the required safe places (on land and water, as applicable) for its floating plant during the period of works.

### 3.6 WORK SCHEDULE

- .1 Within the period ending the day before the first Saturday of May, the Contractor shall be alert to judge the most appropriate time to set up, if requested, a 24-hour dredging schedule to meet the deadline. During the same period, the Departmental Representative may require a 24-hour schedule from the Contractor. The Contractor shall, within 24 hours of receiving written notice from the Departmental Representative in this regard, implement the required schedule.

### 3.7 DREDGING OF SECURE ACCESS

- .1 Secure access to harbours will be provided by preliminary dredging at each site. This dredging shall be completed before the first Saturday of May for each exercised year of the contract.
- .2 Dredging of the entire site may be done at the same time as the preliminary dredging provided that it does not delay the provision of secure access to the other harbours.
- .3 Secure access dredging shall be completed according to the following parameters:

<u>Sites</u>	<u>Minimum Dredging Depth (metres)</u>	<u>Maximum Width Access (metres)</u>
Île-d'Entrée	2.9	15
Pointe-Basse	2.8	20
Millerand	2.4	25
Grosse-Île	2.6	15

- .4 The Contractor shall provide markers to identify secure access as indicated in paragraph 3.1.12 herein.

**END OF SECTION**

MAGDALEN ISLANDS

DREDGING AT VARIOUS SITES

Project number: F3731-130168

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## **APPENDIX 1**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

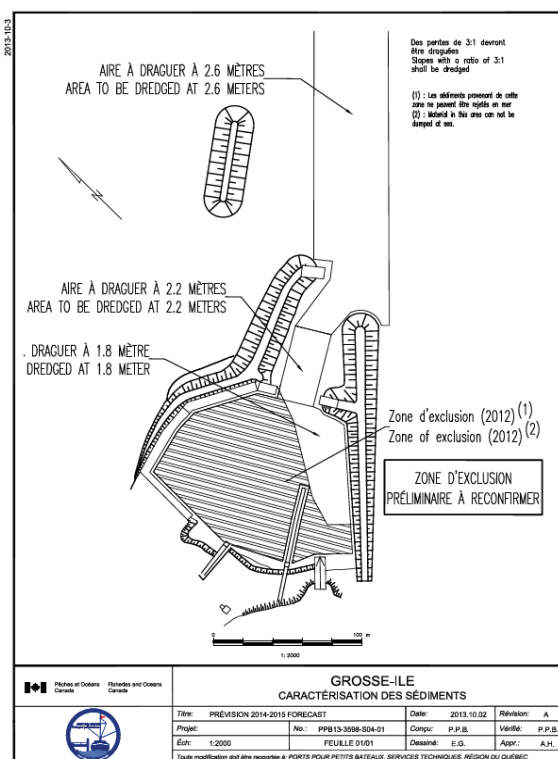
MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

This appendix constitutes an integral part of the contract documents.

## SPECIFICATIONS

**GROSSE-ÎLE, Gaspésie-Îles-de-la-Madeleine:**

- Approximate volume in m<sup>3</sup> mp : 3,500
  - Distance to dumping site in km : 1.5
  - Environmental restriction period (2014) : 1 July – 31 August (immersion)
  - Ocean Dumping Permit (\* see permit) : Required (Supplied by Department)
  - Authorized Dredging Period (\* see Permit) : See Appendix 4
  - Dumping site NAD 1983 (\* see permit) : Lat : 47.63083° N  
Long : 61.49333° W
- \* A permit for disposal at sea is issued annually and the data that are included are those to use.



FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

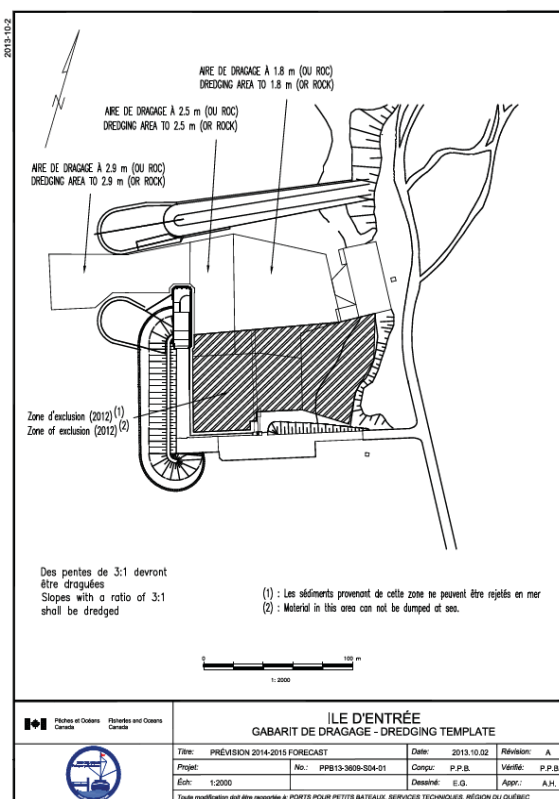
MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

This appendix constitutes an integral part of the contract documents.

## SPECIFICATIONS

**ÎLE-D'ENTRÉE, Gaspésie-Îles-de-la-Madeleine:**

- Approximate volume in m<sup>3</sup> mp 1,500
- Distance to dumping site in km 3.2
- Environmental restriction period (2014) 1 July – 31 August (immersion)
- Ocean Dumping Permit ( \* see permit ) Required (supplied by Department)
- Authorized Dredging Period ( \* see permit ) See Appendix 4t
- Dumping site NAD 1983 ( \* see permit ) Lat : 47.28650° N  
Long : 61.76000° W
- \* A permit for disposal at sea is issued annually and the data that are included are those to use.





FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

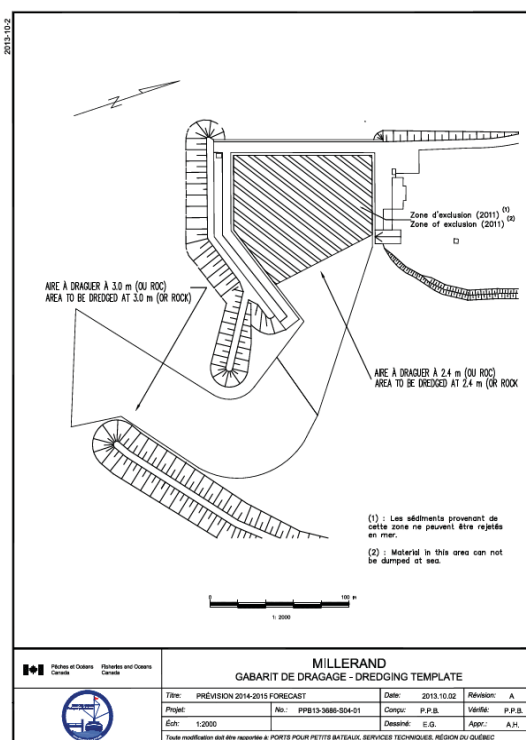
MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

This appendix constitutes an integral part of the contract documents.

## SPECIFICATIONS

**MILLERAND, Gaspésie-Îles-de-la-Madeleine:**

- Approximate volume in m<sup>3</sup> mp 7,500
- Distance to dumping site in km 2.4
- Environmental restriction period (2014) ( \* see permit ) 1 July – 30 September (immersion)
- Ocean Dumping Permit ( \* see permit ) Required (supplied by Department)
- Authorized Dredging Period ( \* see permit ) See Appendix 4
- Dumping site NAD 1983 ( \* see permit ) Lat : 47.19667° N  
Long : 61.97667° W
- \* A permit for disposal at sea is issued annually and the data that are included are those to use.



FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

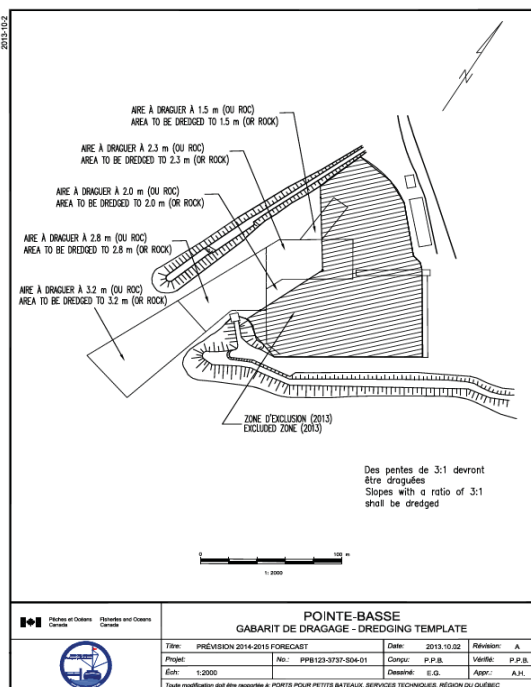
MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

This appendix constitutes an integral part of the contract documents.

## SPECIFICATIONS

**POINTE-BASSE, Gaspésie-Îles-de-la-Madeleine:**

- Approximate volume in m<sup>3</sup> mp 7 500
- Distance to dumping site in km 2.6
- Environmental restriction period (2014) ( \* see permit ) May 5– June 10 (total)  
July 1 – August 31 (immersion)
- Ocean Dumping Permit ( \* see permit ) Required (supplied by Department)
- Authorized Dredging Period ( \* see permit ) See Appendix 4
- Dumping site NAD 1983 ( \* see permit ) Lat : 47.366430° N  
Long : 61.799630° W
- \* A permit for disposal at sea is issued annually and the data that are included are those to use.



END OF SECTION

MAGDALEN ISLANDS

DREDGING AT VARIOUS SITES

Project number: F3731-130168

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## APPENDIX 2

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 2

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MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

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This appendix constitutes an integral part of the contract documents.

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**SPECIFICATIONS**

ALLOWABLE DISTANCES BETWEEN SITES (km)				
Île-d'Entrée				
15	Pointe-Basse			
27	42	Millerand		
65	61	70	Grosse-Île	

**END OF SECTION**

MAGDALEN ISLANDS

DREDGING AT VARIOUS SITES

Project number: F3731-130168

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## **APPENDIX 3**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 3

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MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

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This appendix constitutes an integral part of the contract documents.

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#### SPECIFICATIONS

##### **DISPOSAL m<sup>3</sup>mp-km:**

##### **Approximate quantities of material to be removed from dredging sites**

▪ Grosse-Île	:	3 500 m <sup>3</sup> pm x 1.5 km = 2 250 m <sup>3</sup> pm-km
▪ Île-d'Entrée	:	1 500 m <sup>3</sup> pm x 3.2 km = 11 200 m <sup>3</sup> pm-km
▪ Millerand	:	7 500 m <sup>3</sup> pm x 2.4 km = 18 000 m <sup>3</sup> pm-km
▪ Pointe-Basse	:	7 500 m <sup>3</sup> pm x 2.6 km = 19 500 m <sup>3</sup> pm-km
		<hr/>
		20 000 m <sup>3</sup> pm                      47 550 m <sup>3</sup> pm-km

**END OF SECTION**

MAGDALEN ISLANDS

DREDGING AT VARIOUS SITES

Project number: F3731-130168

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## **APPENDIX 4**

FISHERIES AND OCEANS CANADA – SMALL CRAFT HARBOURS – QUEBEC REGION											
FISHERIES AND OCEANS – SMALL CRAFT HARBOURS – QUEBEC REGION - DREDGING PROGRAM FORECAST											
DRAGAGE À DIFFÉRENTS SITES – ÎLES-DE-LA-MADELEINE / MAGDALEN ISLANDS - DREDGING AT VARIOUS SITES											
2014-2019											
SITE LOCATION	MARCH MARCH	AVRIL APRIL	MAI MAY	JUN JUNE	JUILLET JULY	AÔÛT AUGUST	SEPTEMBRE SEPTEMBER	OCTOBRE OCTOBER	NOVEMBRE NOVEMBER		
Grosse-Île	XXPP	PPPP	PPPP	PPPP	XXXX	XXXX	PPPP	PPPP	PPPP		
Île-d'Entrée	XXPP	PPPP	PPPP	PPPP	XXXX	XXXX	PPPP	PPPP	PPPP		
Millerand	XXPP	PPPP	PPPP	PPPP	XXXX	XXXX	XXXX	PPPP	PPPP		
Pointe-Basse	XXPP	PPPP	XXXX	XXPP	XXXX	XXXX	PPPP	PPPP	PPPP		

**Légende / Legend:**

**XXXX** : Périodes de restrictions environnementales; dragage et/ou immersion non autorisés / Environmental restrictive periods; dredging and/or sea disposal not authorized

**PPPP** : Périodes de dragage autorisées / Allowed dredging periods

Les dates officielles sont inscrites sur les permis émis par Environnement Canada / The official dates are listed on permits issued by Environment Canada.

**END OF SECTION**



MAGDALEN ISLANDS

DREDGING AT VARIOUS SITES

Project number: F3731-130168

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## **APPENDIX 5**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 5

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MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

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This appendix constitutes an integral part of the contract documents.

## Appendix 5

### Example of Dumping Permit



Environnement  
Canada

Environment  
Canada

ENVIRONMENTAL PROTECTION OPERATIONS DIRECTORATE  
105 McGill Street, 4<sup>th</sup> Floor  
Montreal, Quebec H2Y 2E7

March 4, 2013

Our file : 4544-70/P6

Mr Stéphane Dumont  
Regional Engineer – Small Craft Harbours  
Fisheries and Oceans Canada  
104 Dalhousie St.  
Quebec QC G1K 7Y7

**Subject: Disposal at Sea Permit no 4543-2-04397  
Pointe-Basse Harbour, Magdalen Islands**

Sir,

Please find enclosed the disposal at sea permit no 4543-2-04397. This permit has been approved under part 7, section 3 of the *Canadian Environmental Protection Act (1999)*. This permit has been published in the CEPA Environmental Registry of February 19, 2013, and will be valid on March 5, 2013.

It is your responsibility to read, understand and comply with the terms and conditions of the enclosed permit, especially clauses 3.1 and 3.2 regarding duration of the permit. To limit the impacts on the environment, we recommend that you insure that the equipment used is in good condition in order to avoid any leaks of oil, grease or fuel. Also, please ensure to follow the disposal pattern attached.

Should you need more information about this permit, please contact us.

Yours sincerely,

Vicki Da Silva-Casimiro  
Project Manager  
Disposal at Sea Program  
Tel.: 514-283-4252  
Fax: 514-496-6982  
Email: [vicki.dasilva-casimiro@ec.gc.ca](mailto:vicki.dasilva-casimiro@ec.gc.ca)

- encl.    - Disposal at Sea Permit no 4543-2-04397  
          - Registry of Disposal at Sea Operations from the Department of Environment
- c.c.     - Louis Blais, Inspections, Environment Canada  
          - Sophie Marmen, Environmental assessment and major projects, Fisheries and Oceans Canada  
          - Richard Jones, NWP, Transport Canada

MAGDALEN ISLANDS, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-130168

This appendix constitutes an integral part of the contract documents.



**Department of the Environment**

*Canadian Environmental Protection Act, 1999*

Notice is hereby given that, pursuant to section 127 of the *Canadian Environmental Protection Act, 1999*, Disposal at Sea Permit No. 4543-2-04397 authorizing the loading for disposal and the disposal of waste or other matter at sea is approved.

1. *Permittee*: Department of Fisheries and Oceans, Quebec.

2. *Waste or other matter to be disposed of*: Dredged material.

2.1. *Nature of waste or other matter*: Dredged material consisting of gravel, sand, silt, clay and colloids.

3. *Duration of permit*: Permit is valid from March 5, 2013, to December 31, 2013.

3.1. The loading activities are restricted to the followings periods: from March 5 to May 4, 2013, and from June 11 to December 31, 2013. The Permittee may modify the duration of the restriction periods with the written approval of the Department of the Environment.

3.2. The disposal activities are restricted to the followings periods: from March 5 to May 4, 2013; from June 11 to June 30, 2013; and from September 1 to December 31, 2013. The Permittee may modify the duration of the restriction periods with the written approval of the Department of the Environment.

4. *Loading site(s)*: Pointe-Basse Harbour, Quebec, 47.38933°N, 61.79083°W (NAD83), with the exception of the zone of exclusion described in Figure 1 of the environmental effects screening report titled "Dragage d'entretien et immersion en mer, Havre de pêche de Pointe-Basse, Îles-de-la-Madeleine", (February 2013), by the Department of Fisheries and Oceans and approved by the Department of the Environment, submitted in support of the permit application.

5. *Disposal site(s)*: PB-8b, 47.36750°N, 61.79583°W (NAD83). The disposal site is located approximately 2.5 km south of the loading site.

6. *Method of loading*: Dredging will be carried out using a clamshell dredge or a hydraulic shovel.

7. *Route to disposal site(s) and method of transport*: Most direct navigational route from the loading site to the disposal site via towed scow.

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8. *Method of disposal:* Disposal will be carried out by bottom dumping; and levelling of the seabed by a steel beam, a scraper blade or a hydraulic shovel.

9. *Total quantity to be disposed of:* Not to exceed 14 000 cubic metres, scow measure.

10. *Fees:* The fee prescribed by the *Disposal at Sea Permit Fee Regulations* shall be paid by the Permittee in accordance with those regulations.

11. *Inspection:* By accepting this permit, the Permittee and its contractors accept that they are subject to inspection pursuant to Part 10 of the *Canadian Environmental Protection Act, 1999*.

11.1. The Permittee shall ensure that records of all loading and disposal activities are kept on site for the duration of the permit and are available for inspection by any enforcement officer or analyst, for two years following the expiry of the permit.

12. *Contractors:* The loading or disposal at sea referred to under this permit shall not be carried out by any person without written authorization from the Permittee.

12.1. The Permittee shall ensure that all persons involved in the loading, transport or disposal activities authorized by this permit conduct these activities in accordance with the relevant permit conditions.

13. *Reporting and notification:* The Permittee shall provide the following information at least 48 hours before loading and disposal activities commence: name or number of ship, platform or structure used to carry out the loading and/or disposal, name of the contractor including corporate and on-site contact information, and expected period of loading and disposal activities. The above-noted information shall be submitted to the Regional Director, Environmental Protection Operations, Department of the Environment, Quebec Region, 105 McGill Street, 4th floor, Montréal, QC H2Y 2E7, 514-496-6982 (fax), [immersion.dpe@ec.gc.ca](mailto:immersion.dpe@ec.gc.ca) (email).

13.1. The Permittee must complete the *Register of Disposal at Sea Operations* as provided by the Department of the Environment. This register must, at all times, be kept aboard any vessel involved with the disposal operations and be accessible to enforcement officers designated under the *Canadian Environmental Protection Act, 1999*.

13.2. The Permittee must keep a written register of the time of departure of the vessel to the disposal site and advise the Canadian Coast Guard station once per day of the departure times entered in the register. The Permittee must record these communications in the register mentioned in the previous paragraph.

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13.3. The Permittee shall submit a written report to the Minister, as represented by the Regional Director identified in paragraph 13, within 30 days of the expiry of the permit. This report shall contain the following information: a list of all work completed pursuant to the permit, including the locations of the loading and disposal sites used, the quantity of matter disposed of at the disposal site(s), the dates on which disposal activities occurred and the *Register of Disposal at Sea Operations*.

13.4. At all times, a copy of this permit and of documents and drawings referenced in this permit shall be available at the loading site and on all powered ships directly engaged in the loading and disposal operations.

Jean-Pierre Des Rosiers  
Regional Director  
Environmental Protection Operations Directorate  
Quebec Region

On behalf of the Minister of the Environment



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Four geographical points will be used alternately for the disposal at sea of dredged material, authorized under disposal at sea permit # 4543-2-04397 :

- 1) PB-8b (south), 47°22,05' N, 61°47,75' W (NAD83).
- 2) PB-8b (east) : 47°22,10' N, 61°47,68' W (NAD83).
- 3) PB-8b (west) : 47°22,10' N, 61°47,82' W (NAD83).
- 4) PB-8b (north) : 47°22,15' N, 61°47,75' W (NAD83).

Please note that no disposal should be done at the center of the disposal site, as it was under previous permits . No disposal is authorized at the following coordinates :

- 1) Site center : 47°22,10' N, 61°47,75' W (NAD83).

**END OF SECTION**

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## **APPENDIX 7**

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## **Appendix 7**

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### **COMPUTER FILE FORMATS:**

- East coordinate(metres)<space>North coordinate(metres)<space>Depth(metres)

288183.24 5237654.78 3.79

288181.90 5237652.29 3.80

288183.81 5237652.86 3.67

Note: The depth is positive below the chart datum.

**END OF SECTION**

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## APPENDIX 8

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### Appendix 8 Sample record of environmental monitoring

MITIGATION MEASURES		YES	NO	IF NOT, REASON(S)
<b>A</b>	<b>Equipment Uses</b>			
1	Use of equipment and vehicles in good operating condition according to regulations.			
2	Limit land and sea travel and close the engine of inactive machinery.			
3	Inspect and maintain engines and their exhaust systems so that they are in good condition.			
4	Avoid sudden movement of the machinery when working in the aquatic environment.			
5	Stop work in extreme weather conditions.			
6	If the turbidity of the water inside the harbor became important, the Contractor shall reduce the speed of dredging.			
7	Maintain a regular work schedule or from 7:00am to 7:00pm from Monday to Friday and from 8:00am to 5:00pm Saturday.			
8	Maintain at all times access to the harbor and the safety of workers and the public by marking the sites of work and use of protective barriers and appropriate signage.			
9	Issue a notice in the local media and from the local port authority to inform the public of the implementation period and the work area.			
10	Equipment in contact with water must use a vegetable oil.			
11	Parking areas, washing and maintenance of machinery and storage facilities are located more than 30 meters of a watercourse.			
12	Clean the work area and temporary storage adequately and regularly.			
13	Proceed as quickly as possible the rehabilitation of the site after the work.			
<b>B</b>	<b>Dredging</b>			
1	Respect the limits of the template dredging.			
2	Avoid dredging during periods of restriction shown on the permit and environmental studies.			
3	Use of the vegetable oil to the working equipment in contact with water.			
<b>C</b>	<b>Maritime Transportation</b>			
1	Use a barge limiting sediment losses.			
<b>D</b>	<b>Open Sea Disposal</b>			
1	Stop the barge prior to the release of sediment.			

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### Appendix 8 Sample record of environmental monitoring

<b>E</b>	<b>Malfunctions and Accidents</b>			
<b>1</b>	Have an emergency plan and ensure its immediate application in case of a spill and contact the following organizations without delay: Environment Canada 1-866-283-2333, Urgence-Environnement Québec 1-866-694-5454 and Canadian Coast Guard 1-800-363-4735.			
<b>2</b>	Ensure a meeting with field staff to inform contractual requirements relating to the environment and safety, including the components of the emergency plan.			
<b>3</b>	Provide kits recovery (oleophilic and waterproof socks and absorbent materials, polyethylene, waterproof bag, waterproof containers, shovels, gloves, leak sealants, etc.). Permanently on site for petroleum products and waste and absorbent materials spill.			
<b>4</b>	Do not handle or store hydrocarbons and dangerous goods within 30 meters from the shore.			
<b>5</b>	Identify and use a temporary and isolated storage site for equipment and materials. It must be located at a minimum distance of 30 meters from the river or any water source.			
<b>6</b>	Spill in the aquatic environment contaminated water will be contained and recovered by a specialized company and sent to a treatment center authorized by the MDDEFP.			
<b>F</b>	Comments: Field observations, presence of wildlife, poor waste management, presence of waste oil leaks on machinery, completed work not included in the environmental assessment, any detail is not mentioned in the measures mitigation, etc..			
<b>G</b>	<b>MANAGEMENT (NUMBER AND DIGITAL ANNOTATION) OF PICTURES FOR EACH OF THE SITES</b>			
	<b>01</b>		<b>07</b>	
	<b>02</b>		<b>08</b>	
	<b>03</b>		<b>09</b>	
	<b>04</b>		<b>10</b>	
	<b>05</b>		<b>11</b>	
	<b>06</b>		<b>12</b>	
<b>H</b>	<b>MONITORING REALIZATION</b>			
<b>1</b>	Prepared by :			
<b>2</b>	Date :			
<b>3</b>	Organization :			
<b>4</b>	Telephone and E-mail :			

END OF SECTION