

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

| | |
|---|---|
| Title - Sujet Remediation contaminated sediments | |
| Solicitation No. - N° de l'invitation EE517-150315/B | Date 2014-07-29 |
| Client Reference No. - N° de référence du client EE517-15-0315 | GETS Ref. No. - N° de réf. de SEAG PW-\$QCM-009-16034 |
| File No. - N° de dossier QCM-4-37087 (009) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-19 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Thellend, François | Buyer Id - Id de l'acheteur qcm009 |
| Telephone No. - N° de téléphone (418) 649-2889 () | FAX No. - N° de FAX (418) 648-2209 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA SANDY BEACH GASPÉ Québec Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EE517-150315/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcm009

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

EE517-15-0315

File No. - N° du dossier

QCM-4-37087

CCC No./N° CCC - FMS No/ N° VME

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INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

DREDGES AND OTHER FLOATING EQUIPMENT

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

MANDATORY REQUIREMENTS

Make sure to comply to the mandatory requirements of paragraph SI10.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-06-26)

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 | Integrity Provisions - Bid |
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CONTRACT DOCUMENT (CD)

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| | |
|------|-------------------------------------|
| BA01 | Identification |
| BA02 | Business Name and Address of Bidder |
| BA03 | The Offer |
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| BA05 | Acceptance and Contract |
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| | |
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section GI01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions 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 - Construction Services - Bid Security Requirements R2710T (2014-06-26)
- 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 - Construction Services - Bid Security Requirements R2710T 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/5/R>

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to francois.thellend@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 five (5) 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 BIDDER'S CONFERENCE

A bidders' conference will be held at PWGSC's Office on 1550 D'Estimauville Avenue, Quebec City (Quebec), G1J 0C7 on August 26, 2014. The conference will begin at 09:00, in the multifunctional room. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than August 20, 2014.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

SI05 SAMPLING OF MATERIAL TO BE DREDGED

1. Bidders will be allowed to gather samples of material to be dredged for testing and analysis purposes during the solicitation period, provided they give written notice to francois.thellend@tpsgc-pwgsc.gc.ca, the Contracting Officer named on the Invitation to Tender – Page 1, at least ten (10) working days in advance.
2. Bidders who want to take such samples will do so at their own expense and take full responsibility for the management, coordination and risks related to the activity. Canada assumes no responsibility with respect to those operations.

SI06 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.

SI07 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.

SI08 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).

SI09 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.

SI10 MANDATORY BID REQUIREMENTS

Bids must 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 these invitation to tender documents, including the instructions, conditions and clauses incorporated by reference into the invitation to tender documents.

If Canada asks the Bidder to provide information or documents within a time period specified in this section or in a written request made to the Bidder, failure to provide such documents or information within the specified time period will render the bid non-responsive.

Mandatory Requirements at Solicitation Closing

Mandatory documents that must accompany the bid:

Any document that is listed below in relation to criteria 1.1 to 1.5 and is missing at bid closing time will result in the bid being declared non-responsive.

| | | Reference |
|-----|---|---|
| 1.1 | <p>The Bidder must complete the Combined Price Form.</p> <p><u>ATTENTION: NOTE THE LIMITATIONS PLACED ON SOME ITEMS IN THE PRICE TABLE. PLEASE COMPLY WITH THE LIMITATIONS SET OUT IN THE "DESCRIPTION OF ITEMS IN PRICE TABLE" SECTION OF APPENDIX 1.</u></p> | Appendix 1 of this tendering document |
| 1.2 | <p>Provide the bid security in accordance with GI08 BID SECURITY REQUIREMENTS of clause R2710T "General Instructions – Construction Services – Bid Security Requirements."</p> | <ul style="list-style-type: none"> Paragraph GI08 of clause R2710T See paragraphes BA04 and BA07 of the Bid and Acceptance Form Bid Bond form: http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html |

Mandatory Requirements at Solicitation Closing

Mandatory documents that must accompany the bid:

Any document that is listed below in relation to criteria 1.1 to 1.5 and is missing at bid closing time will result in the bid being declared non-responsive.

| | | Reference |
|-------|---|--|
| 1.3 | Meet the equipment requirements under GI06 "Registry and Pre-qualification of Floating Plant" of clause R2710T General Instructions – Construction Services – Bid Security Requirements: | |
| 1.3.1 | <p>Submit a bid in keeping with the requirement that dredge(s) and other floating plant (equipment) to be used in the performance of the work must be registered in Canada.</p> <p>The Bidder must identify the dredge(s) and other floating plant (equipment) (barges, tugs and support equipment) that will be used throughout the contract period by completing Appendix 4 and must provide that appendix with its bid.</p> <p>When required, the Bidder must demonstrate within forty-eight (48) hours of a written request from Canada that the dredge(s) or equipment is(are) registered in Canada.</p> | <ul style="list-style-type: none"> Paragraph GI06 of clause R2710T Appendix 4 of this tendering document |
| 1.3.2 | <p>Submit with its bid a copy of the certificate of qualification issued by Industry Canada if the dredge(s) or other floating plant to be used in the performance of the work IS(ARE) NOT MANUFACTURED IN CANADA.</p> <p>If, at bid closing time, this certificate for any of the dredges or plants of foreign manufacture indicated in Appendix 4 is not included with the bid, the bid will be deemed non-responsive.</p> <p>See Appendix 5 for a sample request for an Industry Canada certificate.</p> <p>If the equipment is Canadian, no document needs to be submitted in connection with this criterion.</p> | <ul style="list-style-type: none"> Paragraph GI06 of clause R2710T Appendix 5 of this tendering document |
| 1.4 | <p>The Bidder must clearly indicate in its bid which of the work procedures authorized by the Order in Council issued by the Government of Quebec that it is choosing for the dredging and management of dredged material.</p> <p>You must use the sheets of Appendix 6.</p> <p>Acceptance of a bid will not constitute acceptance of the work procedure presented in response to this mandatory requirement.</p> | <ul style="list-style-type: none"> Appendix 6 of this tendering document |

Mandatory Requirements at Solicitation Closing

Mandatory documents that must accompany the bid:

Any document that is listed below in relation to criteria 1.1 to 1.5 and is missing at bid closing time will result in the bid being declared non-responsive.

| | | Reference |
|-------|--|---|
| 1.5 | Mandatory requirements: | |
| 1.5.1 | <p>Company experience</p> <p>The Bidder must demonstrate that it has the expertise in dredging, management of environmental issues during dredging work and management of contaminated materials (sediment or soil). In this regard, the Bidder must submit information in project sheets on three projects completed between January 1, 2007 and the solicitation closing date..</p> <p>PROJECT 1 – Dredging project, carried out over a single year, involving dredging services valued at a minimum of one million dollars (\$1M) and a volume of at least 15,000 m³ of dredged material. The projet must have been completed between January 1, 2007 and the solicitation closing date.</p> <p>PROJECT 2 – Dredging project involving management of contaminated sediments or dredging project involving management of suspended solids (SS) and turbidity requiring the application of specific remediation measures and monitoring (oversight) of the work by a firm that specializes in the field. The projet must have been completed between January 1, 2007 and the solicitation closing date.</p> <p>PROJECT 3 – Project managing contaminated materials (sediment or soil) valued at a minimum of one million dollars (\$1M) with a volume of at least 5,000 m³ involving the segregation of materials according to several levels of contamination. The projet must have been completed between January 1, 2007 and the solicitation closing date.</p> <p>You must use the project sheets of Appendix 7.</p> | <ul style="list-style-type: none"> Appendix 7 of this tendering document |
| 1.5.2 | <p>Requirements for personnel in key positions:</p> <p>1. Project Director</p> <ol style="list-style-type: none"> Has at least ten (10) years' experience in project management. Has led at least two (2) projects valued at five million dollars (\$5M) or more where the proposed individual was responsible for site security, environmental protection and work quality. <p>2. Dredging Superintendent</p> <ol style="list-style-type: none"> Has at least ten (10) years' experience as a dredging superintendent involving floating plant in commercial waterways and/or commercial ports. Has supervised at least two (2) dredging projects valued at one million dollars (\$1M) or more for which he or she had to apply government requirements relating to in-water work. | <ul style="list-style-type: none"> Appendix 8 of this tendering document |

Mandatory Requirements at Solicitation Closing

Mandatory documents that must accompany the bid:

Any document that is listed below in relation to criteria 1.1 to 1.5 and is missing at bid closing time will result in the bid being declared non-responsive.

| | Reference |
|--|-----------|
| <p>3. Environment Manager</p> <p>a. Has at least five (5) years' experience in managing contaminated soils or sediments in Quebec.</p> <p>b. Has been involved in at least two (2) projects valued at two hundred and fifty thousand dollars (\$250,000) or more as the environmental manager where he or she had to monitor compliance of the work with applicable federal, provincial and municipal regulations and had the authority to stop work in the event of non-compliance with an environmental requirement.</p> <p>The Bidder must show that the personnel in key positions have the required minimum experience for delivery of the project by submitting the project sheets of Appendix 8.</p> <p>The key positions must be held by different individuals.</p> <p>NOTE: <u>At least one of the three individuals proposed for a key position must have completed at least one (1) dredging project involving management of contaminated sediments or one (1) dredging project involving management of suspended solids (SS) and turbidity requiring the application of specific remediation measures and monitoring (oversight) of the work by a firm that specializes in the field. During the course of the prior dredging project involving contaminated sediments management, the individual must have held a position similar to the one for which he or she is being proposed in relation to this project.</u></p> | |

SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=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/5/R>

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

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

SI12 FINANCIAL BID

The total amount of the bid excludes taxes

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS

There is no security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1. Insurance Contracts

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

2. Period of Insurance

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

3. Proof of Insurance

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

4. Insurance Proceeds

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

5. Deductible

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

SC03 PRICE SUPPORT

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

SC04 WORK PROCEDURES CHOSEN AND AUTHORIZATIONS

- 1) The Bidder is in all respects responsible for compliance of its work method(s) with the requirements of the Order in Council. The Contractor will be responsible for obtaining all required authorizations and permits to implement the work procedure(s) chosen, including the certificate of authorization from MDDELCC [Quebec's department of sustainable development, environment and the fight against climate change]. In the event that a government authority delays issuing or refuses to issue an authorization or permit for any or all of the work procedures proposed by the Contractor, the Contractor will not be entitled to any additional time in the project schedule or any additional monetary amount. The Contractor will be solely responsible for the proposed procedures and technologies and, consequently, for obtaining all the authorizations and permits required for their implementation. Therefore, if a government authority rejects the work procedure, the Contractor will be fully responsible for submitting, at its own expense, a new, acceptable work procedure as quickly as possible. These changes must not entail any change in price or in the project schedule.
- 2) The Contractor must submit the authorization requests that it has prepared to the Departmental Representative within the time limit provided and in accordance with the requirements of section 01 33 00 – Submittals.

SC05 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

SC06 CONTINUITY OF WORK

1. From the time that mobilization begins at the site, the Contractor is required to ensure the continuity of operations at the site without interruption. The Contractor is required to comply with the delivery schedule (and the General Plan) submitted to the Departmental Representative and to follow the planned work schedule. Any changes to the General Plan and the work schedule must be approved in advance by the Departmental Representative.

2. For each of the following activities, the Contractor must specify the start and end dates and the work schedules, as shown in the following table, when the General Plan is submitted:

| Activity | General Plan | | Work Schedule | |
|---|--------------|----------|--------------------------|--------------------------|
| | Start Date | End Date | No. of Days per Workweek | No. of Hours per Workday |
| Land mobilization | | | | |
| Marine mobilization | | | | |
| Site setup | | | | |
| Dredging | | | | |
| Dewatering and/or treatment of dredged material | | | | |
| Transportation and final management of dredged material | | | | |
| Site restoration | | | | |

SC07 MANAGEMENT AND RESOLUTION OF NONCONFORMITIES

- Non-conformities must be managed in accordance with the requirements of the most recent ISO 9001 and ISO 14001 standards.
- Any failure by the Contractor to comply with a technical obligation, a contractual requirement, documents submitted by the Contractor and approved by the Departmental Representative, a legal requirement or a requirement imposed by a competent authority (Port of Gaspé, Town of Gaspé, MDDELCC, Department of Fisheries and Oceans (DFO), Coast Guard, etc.) pursuant to an authorization it has issued constitutes a nonconformity.
- A nonconformity may be identified by the Departmental Representative, the Contractor or a competent authority during a visit, an inspection or an audit conducted by any of them. The unavailability of records (evidence) demonstrating conformity in and of itself constitutes a nonconformity.
- When a nonconformity is identified, the Contractor must immediately notify the Departmental Representative.
- The Contractor must immediately address (when informed verbally, by email or by Non-Compliance Notification) any nonconforming situation that has an impact on health, safety, wharf users, the public, the environment or the quality of the work by implementing any necessary remediation. The Contractor must notify the Departmental Representative of the remediation taken to address the nonconforming situation. The Departmental Representative may require the Contractor, at no additional cost, to take further remediation if the measures applied are not satisfactory.
- The Contractor must complete a nonconformity report (a template for which will be provided by the Departmental Representative following contract award) and submit it to the Departmental Representative no later than twenty-four (24) hours after determination of the nonconforming situation. In addition to identifying the nonconformity, its cause and the remediation taken to terminate the nonconformity in the short term, the report must include the corrective action (in the form of an action plan) that will be implemented to avoid the repetition of this type of nonconformity in the future. The report must also include the results from the monitoring of the effectiveness of the corrective action taken. Before being implemented, the corrective action must be submitted to the Departmental Representative for approval.

7. The maximum time limit for implementing corrective action must be less than five (5) days, calculated from the time the nonconformity was identified, unless additional time is allowed in writing by the Departmental Representative. The time limit for implementing corrective action must at no time be used as an excuse to justify the reoccurrence of the nonconformity.
8. The Contractor must keep an electronic log of nonconformities, including the entry of the nonconformity, the monitoring of its status, etc. The template for this log will be provided by the Departmental Representative following contract award. The log must be updated and sent to the Departmental Representative on a daily basis.
9. To demonstrate that the remediation taken did correct the nonconformity, the Contractor will need to gather and submit the necessary records (evidence) and to have completed the log accordingly.
10. Following implementation, the Contractor will need to evaluate the effectiveness of the corrective action and document it in the nonconformity report.
11. The nonconformity will be closed once the log has been completed and the Departmental Representative has checked and confirmed the effectiveness of the corrective action.
12. No delay in the work schedule and no additional payment will be allowed because of nonconformity.
13. Nonconformities will be reviewed at site meetings.
14. Financial penalties may be imposed for nonconformities.

SC08 LIQUIDATED DAMAGES IN RELATION TO NONCONFORMITIES

1. The Departmental Representative may levy liquidated damages against the Contractor in relation to the management and resolution of nonconformities, as follows:
 - a. An amount of \$500 in liquidated damages for a nonconformity identified by the Contractor (a report of which was sent to the Departmental Representative in evidence) in the event that the remediation and/or corrective action was not taken in accordance with the contractual requirements.
 - b. An amount of \$1,000 in liquidated damages for a nonconformity not identified by the Contractor. The amount in liquidated damages will be \$2,000 for the second and subsequent nonconformities of the same type.
 - c. An amount of \$1,000 in liquidated damages for a nonconformity when the remediation or corrective action was not implemented in accordance with the contractual requirements. The amount in liquidated damages will be \$2,000 for the second and subsequent nonconformities of the same type.
2. In addition to the liquidated damages set out above, the Contractor will be required to repay the Department the cost of any liquidated damages levied by a competent authority (Port of Gaspé, Town of Gaspé, MDDELCC, DFO, Transport Canada, Coast Guard, etc.) for a nonconformity by the Contractor in relation to an authorization that it issued.
3. In addition to the liquidated damages set out above, the Contractor is responsible for paying all charges for damage or injury sustained, including costs to repair any damage it causes to structures, infrastructure and facilities within and outside the Remediation Work Area.
4. The liquidated damages will be deducted from the progress payments and final payment.

SC09 LIQUIDATED DAMAGES RELATED TO SCHEDULING

1. The Departmental Representative will levy liquidated damages against the Contractor if it fails to meet the following deadlines in the performance of the contract:
 - a. August 31, 2016, for the completion of dredging work in dredging zones A to L.
 - b. December 21, 2016, for the issuance of the Final Certificate of Completion in accordance with GC5.6 of the General Conditions.
2. Liquidated damages for failure to meet the deadlines indicated above will be levied against the Contractor in accordance with the following terms:
 - a. An amount of \$4,000 in liquidated damages for every day late will be levied against the Contractor for failing to meet the deadline of August 31, 2016, for the completion of dredging work in zones A to L.
 - b. An amount of \$4,000 in liquidated damages for every day late will be levied against the Contractor for failing to meet the deadline of December 21, 2016, for issuance of the Certificate of Completion.
3. The liquidated damages will be deducted from the progress payments and final payment.

SC10 SITE CONDITIONS

1. Prior to submitting its bid, it is the responsibility of the Bid Contractor to visit the location of work and obtain all of the necessary information regarding the nature and scope of the work and all conditions that may affect the performance of said work.
2. In submitting a bid, the Contractor acknowledges that it has satisfied itself as to the nature and geographical location of the work, the general and local conditions—particularly weather or climate conditions—the agitation of the water, the levels of tides, the physical conditions specific to the work site, the nature of the soil and seabed, the nature of the material to be dredged and any other circumstances that could affect contract performance and have a bearing on the value of the work.

SC11 USE OF LAND MADE AVAILABLE TO THE CONTRACTOR BY THE DEPARTMENT OF TRANSPORT CANADA

1. Transport Canada will make available to the Contractor, without charge, a parcel of land of approximately 5,000 m² and a work and docking area on the Gaspé commercial wharf at the location and with the dimensions shown in drawing ENV2.
2. The Contractor is required to reach an agreement with Transport Canada in this regard by agreeing to restore the sites to their original condition. Transport Canada will conduct an initial characterization of the land in the spring of 2015, prior to contractor setup. A second characterization will be completed at the end of the work and occupancy of the sites by the Contractor. Final acceptance of the work will not be granted until all nonconformities are resolved.
3. The Transport Canada land can be used for site trailers, vehicle parking, washroom facilities and heavy equipment parking. Heavy equipment (shovel, loader, etc.) and marine equipment is to be refuelled only by fuel trucks. The Contractor will not be permitted to set up a fuel tank on Transport Canada land. In principle, the dredge will be refuelled from the surface of the Gaspé commercial wharf.

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 – Construction Services | R2810D | (2014-06-26); |
| GC2 Administration of the Contract | R2820D | (2014-06-26); |
| GC3 Execution and Control of the Work | R2830D | (2014-03-01); |
| GC4 Protective Measures | R2840D | (2008-05-12); |
| GC5 Terms of Payment | R2850D | (2014-06-26); |
| 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 | R2882D | (2008-12-12); |
| GC9 Contract Security | R2890D | (2014-06-26); |
| GC10 Insurance | R2900D | (2008-05-12); |
| Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2014-06-26); |
 - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation
 - 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

Remediation of Contaminated Sediment at the Port of Gaspé - Sandy Beach (Québec)

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 Contractor shall perform the Work between the contract's award date and December 21, 2016.

BA07 BID SECURITY

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

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.

PRICE TABLE

| Item | Spec. Reference | Labour, Tools or Materials Category | Unit of Measurement | Estimated Quantity ⁽¹⁾ | | | Unit Price (UP) excluding taxes | Calculated Price (TQ x UP) excluant taxes |
|------------------------------|--------------------|---|------------------------|-----------------------------------|---------------------------------|---------------------------|---------------------------------------|---|
| | | | | Required Work ⁽²⁾ | Optional Work ⁽³⁾ | Total Quantity (TQ) | | |
| 1. Lump Sum Price items | | | | | | | | |
| 1.1 | 01 50 00 | Land Mobilization and Demobilization | Lot | 1 | 0 | 1 | \$ _____ | \$ _____ |
| 1.2 | 01 50 00 | Land Demobilization and Remobilization ⁽⁴⁾ | Lot | 0 | 1 | 1 | \$ _____ | \$ _____ |
| 1.3 | 01 50 00 | Marine Mobilization and Demobilization | Lot | 1 | 0 | 1 | \$ _____ | \$ _____ |
| 1.4 | 01 50 00 | Marine Demobilization and Remobilization ⁽⁴⁾ | Lot | 0 | 1 | 1 | \$ _____ | \$ _____ |
| 1.5 | 01 52 00 | Site Setup | Lot | 1 | 0 | 1 | \$ _____ | \$ _____ |
| 1.6 | 01 52 00 | Site Setup ⁽⁴⁾ | Lot | 0 | 1 | 1 | \$ _____ | \$ _____ |
| 1.7 | 35 20 23 | Turbidity Curtain ⁽⁵⁾ | Lot | 1 | 0 | 1 | \$ _____ | \$ _____ |
| Total - Lump Sum Price items | | | | | | | | \$ _____ |

| Item | Spec. Reference | Labour, Tools or Materials Category | Unit of Measurement | Estimated Quantity ⁽¹⁾ | | | Unit Price (UP) excluding taxes | Calculated Price (TQ x UP) excluding taxes |
|------------------------------------|--------------------|---|------------------------|-----------------------------------|---------------------------------|---------------------------|---------------------------------------|--|
| | | | | Required Work ⁽²⁾ | Optional Work ⁽³⁾ | Total Quantity (TQ) | | |
| 2. Unit Price Items ⁽⁶⁾ | | | | | | | | |
| 2.1 | 35 20 23 | Dredging | m ³ mp | 23 720 | 3 610 | 27 330 | \$ _____ | \$ _____ |
| 2.2 | 35 20 23A | Dredged Material Management | m ³ mp | 23 720 | 3 610 | 27 330 | \$ _____ | \$ _____ |
| 2.3 | 35 20 23 | Additional Dredging | m ³ mp | 2 000 | 500 | 2 500 | \$ _____ | \$ _____ |
| 2.4 | 35 20 23A | Additional Dredged Materials Management | m ³ mp | 2 000 | 500 | 2 500 | \$ _____ | \$ _____ |
| 2.5 | 35 20 23 | Wait times | Hour | 80 | 20 | 100 | \$ _____ | \$ _____ |
| Total - Unit Price items | | | | | | | | \$ _____ |

| | |
|--|-----------------|
| GRAND TOTAL – Total of the lump sum items and the unit price items (excluding applicable taxes) : | \$ _____ |
|--|-----------------|

m3mp = cubic metres measured in place through hydrographic surveys before and after dredging.

Notes :

- (1) For unit price items, the Required Work and Optional Work quantities can be carried out in full or partially.
(2) Required Work: dredging polygons A, B, C, D, E, F, G.
(3) Optional Work: dredging polygons H, I, J, K, L.
(4) This item will be payable only in the case where the Contractor has completed the Required Work by the end of 2015, with Optional Work being completed in 2016.
(5) Dredging activities in Dredging Polygons A through E must be performed in the presence of a containment structure.
(6) For work paid on a unit price basis, with the exception of Item 2.5, the provisions of Clause CG6.4.3 of Section R2860D will apply to the Required Work quantity if the quantity is less than 85%; however, these provisions will apply to the total quantity (Required Work plus Optional Work) when the final quantity exceeds 115%. Item 2.5 is exempt from the application of Clause CG6.4.3 of Section R2860D.

DESCRIPTION OF ITEMS IN PRICE TABLE

GENERAL

1. Payment of the contract prices specified in the Price Table constitute full compensation for mobilization, demobilization, supervision, labour, equipment, tools, materials, transportation and other services required for completion of the work.
2. Unless otherwise indicated, contract prices include dredging, management of dredged materials, trenching and open-cut excavation, removal of shrubs, brush, debris, etc., hand and machine digging, pumping and shoring, support for existing services and structures, diversion of ditches, culverts, sewers and drains, construction of embankments, basins, platforms, etc., compaction of granular materials, etc.
3. Volumes (items paid per cubic metre in place measurement) considered for payment purposes will be based on hydrographic surveys conducted before and after dredging. Canada will conduct, at its own expense: (1) a complete survey of all dredging polygons prior to the start of dredging, (2) a survey per group of dredging polygons (verification sounding), and (3) one additional survey (final acceptance sounding) per group of dredging polygons, for those areas that fail to meet the acceptance criteria set out in the specifications and the drawings during the verification sounding. Any additional survey required for acceptance of dredged areas shall be conducted by the Departmental Representative at the Contractor's expense.
4. Contract prices in the Price Table cover the costs of all activities required to achieve project objectives including, but not limited to, design of structures, all authorizations and permits required for execution of the Contract including fees payable to MDDELCC for the certificate of authorization (see Section 01 33 00 – *Submittals*), preparation of and attendance at meetings, preparation and submission of documents and samples, implementation of special procedures for traffic control, implementation of special procedures for contaminated sites, implementation of an occupational health and safety protection program, protection of public and private utilities, legal and geodetic bench marks and existing installations to be retained, temporary service roads and road signs, environmental protection, noise and dust mitigation measures, grading and cleaning, quality control, connection fees for temporary use of utilities, and any other activity required for execution of the Contract but not included in a specific item in the Price Table.
5. Approval by the Departmental Representative of work programs and other documents submitted by the Contractor in no way relieves the Contractor of its performance requirement. Approval by the Departmental Representative shall be considered as a step in the quality control process. Following approval by the Departmental Representative, whether or not the methods, procedures or materials do not provide the expected results, the Contractor remains fully responsible for complying with the requirements set out in the specifications and drawings.
6. Contract prices cover all direct and indirect costs incurred by the Contractor for completion of the work, including administration, profit, financial penalties for nonconformities and for delays to the work schedule. **The Contractor understands that a maximum of 60% of the Contract value can be billed on March 31, 2016 and the balance of the value of the work performed and accepted by the Departmental Representative may be billed following issuance of a Certificate of Completion.**
7. Thirty calendar days prior to the scheduled end of dredging activities for required work (see Section 35 20 23 – *Dredging*), the Departmental Representative shall notify the Contractor of its decision to exercise its right to have optional work performed.

8. Items 1.1 to 1.6 Land and Marine Mobilization/Demobilization, Land and Marine Demobilization/Remobilization and Site Facilities shall be paid in accordance with the following terms and conditions:
1. Once the Contractor has completed land and marine mobilization and site facilities and when five days of dredging work have been completed, Canada shall remit to the Contractor sixty percent (60%) of the costs submitted in the related items of the Price Table.
 2. However, this payment of sixty percent (60%) for the total amount for items 1.1 to 1.6 may not exceed ten percent (10%) of the total value of the Contract. The remaining amount shall be included in the final payment of the Contract following issuance of a Certificate of Completion.
 3. Should the Contractor fail to complete the required work in 2015, the Contractor will not be entitled to payment for items 1.2, 1.4 and 1.6 in the Price Table.
9. **The price submitted for item 2.2 – *Management of Dredged Material* shall not be less than 250% of the tender price for item 2.1 – *Dredging* (e.g., cost of *Dredging* = \$1M; minimum cost of *Management of Dredged Material* = \$2.5M). Similarly, the tender price for item 2.4 – *Management of Material from Supplementary Dredging* shall not be less than 250% of the tender price for item 2.3 – *Supplementary Dredging*.**

1. LUMP SUM ITEMS

1.1. LAND MOBILIZATION/DEMOBILIZATION

- .1 This item includes design of structures, authorizations and permits required for the work, mobilization and demobilization of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required for the land sites used to perform and complete the work in accordance with the specifications in the contract documents.
- .2 The lump sum price for item 1.1 also includes, without being limited to:
 - .1 Environmental characterization of all sites used by the Contractor for management of dredged material prior to Contractor's work on these sites, as specified in Section 01 35 43 – *Environmental Procedures and sustainable requirements*.
 - .2 Environmental characterization of all sites used by the Contractor for management of dredged material following the completion of the Contractor's work on these sites, as specified in Section 01 35 43 – *Environmental Procedures and sustainable requirements*.
 - .3 Excavation, dismantling, loading, transportation and disposal off-site at a location approved by MDDELCC of all granular material from roads, embankments, equipment decontamination platforms, washing area for dredged material, etc. unless otherwise indicated by the Departmental Representative.
 - .4 Cleaning and restoration of all sites used by the Contractor for execution of the Contract, as specified in Sections 01 35 13 43 – *Special Project Procedures for Contaminated Sites*, 01 35 43 – *Environmental Procedures and sustainable requirements* and 01 74 11 – *Cleaning*.
 - .5 Complete land demobilization by the Contractor.
 - .6 Property owners' release for all sites used by the Contractor for the execution of the Contract.
- .3 Land mobilization/demobilization is covered by lump sum payments in the amount specified by the Contractor in item 1.1 – *Land Mobilization/Demobilization* of the Price Table.

Measurement

Land mobilization/demobilization is not measured for payment purposes. Item 1.1 shall be paid in accordance with the terms and conditions specified in point 8 of the *General* provisions.

1.2. LAND DEMOBILIZATION/REMOBILIZATION

- .1 This item includes design of structures, authorizations and permits required for the work, partial demobilization in 2015 and remobilization in 2016 of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required for the land sites used to perform and complete Optional Work in accordance with the specifications in the contract documents.
- .2 The lump sum price in item 1.2 includes cleaning and preparing land facilities for winter prior to partial land demobilization in 2015.
- .3 Partial land demobilization in 2015 and remobilization in 2016 is covered by lump sum payments in the amount specified by the Contractor in item 1.2 – *Land Demobilization/Remobilization* in the Price Table.

Measurement

Partial land demobilization in 2015 and remobilization in 2016 is not measured for payment purposes. Item 1.2 shall be paid in accordance with the terms and conditions specified in point 8 of the General provisions, only if the Contractor has completed the Required Work in 2015 and Canada has decided to exercise the optional services.

1.3. MARINE DEMOBILIZATION/DEMOBILIZATION

- .1 This item includes design of structures, authorizations and permits required for the work, mobilization and demobilization of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required on the Gaspé commercial wharf and in the marine section of the Remediation Work Area, as shown in drawing ENV1, and required for the main site facilities used to perform and complete the work in accordance with the specifications in the contract documents.
- .2 The lump sum price for item 1.3 includes but is not limited to:
 - .1 Removal of all materials, equipment, tools, etc. installed on the Gaspé commercial wharf.
 - .2 Cleaning and restoration of all sites used by the Contractor for execution of the Contract as specified in Sections 01 35 13 43 – *Special Project Procedures for Contaminated Sites*, 01 35 43 – *Environmental Procedures and sustainable requirements* and 01 74 11 - *Cleaning*.
 - .3 Complete marine demobilization by the Contractor.
 - .4 Property owners' release for all sites used by the Contractor for execution of the Contract.
- .3 Marine mobilization/demobilization is covered by lump sum payments in the amount specified by the Contractor in item 1.3 – *Marine Mobilization/Demobilization* in the Price Table.

Measurement

Marine mobilization/demobilization is not measured for payment purposes. Item 1.3 shall be paid in accordance with the terms and conditions specified in point 8 of the General provisions.

1.4. MARINE DEMOBILIZATION/REMOBILIZATION

- .1 This item includes design of structures, authorizations and permits required for the work, partial demobilization in 2015 and remobilization in 2016 of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required on the Gaspé commercial wharf and in the marine section of the Remediation Work Area, as shown in drawing ENV1, and required for the main site facilities used to perform and complete Optional Work in accordance with the specifications in the contract documents.

- .2 The lump sum price for item 1.4 also includes cleaning of sites used in 2015, complete demobilization of facilities on the Gaspé commercial wharf and preparing its facilities for winter prior to partial marine demobilization in 2015.
- .3 Partial marine demobilization in 2015 and remobilization in 2016 is covered by lump sum payments in the amount specified by the Contractor in item 1.4 – *Marine Mobilization/Demobilization* in the Price Table.

Measurement

Partial marine demobilization in 2015 and remobilization in 2016 is not measured for payment purposes. Item 1.4 shall be paid in accordance with the terms and conditions specified in point 8 of the General provisions only if the Contractor has completed the Required Work in 2015 and Canada has decided to exercise the optional services.

1.5. SITE FACILITIES – REQUIRED WORK

- .1 This item includes provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to design and prepare the sites used by the Contractor to execute the Contract, to design, install and supply site services, and to operate and maintain the facilities in order to perform the work in accordance with the details stipulated in the contract documents.
- .2 The lump sum price for item 1.5 includes, but is not limited to, design, supply, installation, operation and maintenance of all temporary site services as described in Section 01 52 00 – *Construction Facilities*:
 - .1 Erosion control structures (silt fences, flow restriction devices, berms, etc.) in accordance with the requirements of Sections 01 35 13 43 – *Special Project Procedures for Contaminated Sites* and 01 35 43 – *Environmental Procedures and sustainable requirements*.
 - .2 Protective procedures and equipment, and management of ground and maritime traffic in accordance with the requirements of Section 01 35 00 06 – *Special Procedures for Traffic Management*.
 - .3 Procedures, equipment and products for dust control and street cleaning.
 - .4 Procedures and equipment for managing, reducing and disposing of waste produced on sites used by the Contractor.
 - .5 Procedures and implementation methods to protect Gaspé Harbour against invasive species.
 - .6 Treatment systems for wastewater or contaminated water produced on sites used by the Contractor.
 - .7 Systems and equipment to prevent air pollution on sites used by the Contractor.
 - .8 Emergency procedures and equipment in the event of a spill of any product likely to contaminate the environment.
 - .9 A system in offloading areas to prevent dredged material lost or spilled during offloading from entering the water.
 - .10 Procedures and implementation methods for protecting marine and terrestrial habitats, plant life, public health, commercial and industrial activities and infrastructure in Gaspé Harbour, and for ensuring the safety of the public and users, in accordance with the requirements of Section 01 35 43 – *Environmental Procedures and sustainable requirements*.
 - .11 An anchoring system for dredging equipment.
- .3 The lump sum price for item 1.5 includes design, supply, installation, operation and maintenance for:
 - .1 Temporary structures (access roads, offloading areas, washing area for debris removed from dredging zones, basins, embankments, areas for storing, dewatering and treating dredged material, drainage trenches and ditches, etc.) on sites used by the Contractor when required for execution of the Contract.
 - .2 A decontamination area for equipment on or at the exit of each site used by the Contractor for execution of the Contract.
 - .3 A washing area for debris removed from dredging zones.
 - .4 A system for dewatering or treating dredged material when required by the work method chosen by the Contractor and approved by MDDELCC. Operation and maintenance of the system for dewatering or treating dredged material is excluded from the lump sum price for this item; this work is included in items 2.2 and 2.4 of the Price Table.
 - .5 An equipment decontamination area as specified in Section 01 35 13 43 – *Special Project Procedures for Contaminated Sites*.

- .6 A washing area for debris as specified in Section 35 20 23A – *Contaminated Sediments Management*.
 - .7 A system for dewatering or treating dredged material when required by the work method chosen by the Contractor and approved by MDDELCC. Operation and maintenance of the system for dewatering or treating dredged material is excluded from the lump sum price for this item; this work is included in items 2.2 and 2.4 of the Price Table.
- .4 The lump sum price for item 1.5 includes provision of a boat, a berth for two boats, movement of boats from one boat launch to the other, provision of fuel for both boats, replacement of all defective or missing equipment, insurance and all permits and authorizations as described in Section 01 52 00 – *Construction Facilities*.

Measurement

Item 1.5 is not measured for payment purposes. Item 1.5 shall be paid in accordance with the terms and conditions specified in point 8 of the General provisions.

1.6. SITE FACILITIES – OPTION WORK

- .1 This item includes provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to design and prepare the sites used by the Contractor to execute the Contract, to design, install and supply site services, and to operate and maintain the facilities in order to perform Optional Work in accordance with the details stipulated in the contract documents.
- .2 The lump sum price for item 1.6 includes, but is not limited to, design, supply, installation, operation and maintenance of all temporary site services required in 2016 as described in Section 01 52 00 – *Construction Facilities*:
 - .1 Erosion control structures (silt fences, flow restriction devices, berms, etc.) in accordance with the requirements of Sections 01 35 13 43 – *Special Project Procedures for Contaminated Sites* and 01 35 43 – *Environmental Procedures and sustainable requirements*.
 - .2 Protective procedures and equipment and management of ground and maritime traffic in accordance with the requirements of Section 01 35 00 06 – *Special Procedures for Traffic Management*.
 - .3 Procedures, equipment and products for dust control and street cleaning.
 - .4 Procedures and equipment for managing, reducing and disposing of waste produced on sites used by the Contractor.
 - .5 Procedures and implementation methods to protect Gaspé Harbour against invasive species.
 - .6 Treatment systems for wastewater and contaminated water produced on sites used by the Contractor.
 - .7 Systems and equipment to prevent air pollution on sites used by the Contractor.
 - .8 Emergency procedures and equipment in the event of a spill of any product likely to contaminate the environment.
 - .9 A system in offloading areas to prevent dredged material lost or spilled during offloading from entering the water.
 - .10 Procedures and implementation methods for protecting marine and terrestrial habitats, plant life, public health of the population, commercial and industrial activities and infrastructure in Gaspé Harbour, and for ensuring the safety of the public and users, in accordance with the requirements of Section 01 35 43 – *Environmental Procedures and sustainable requirements*.
 - .11 An anchoring system for dredging equipment.
- .3 The lump sum price for item 1.6 includes design, supply, installation, operation and maintenance for:
 - .1 Temporary structures (access roads, offloading areas, washing area for waste removed from dredging zones, basins, embankments, areas for storing, dewatering and treating dredged material, drainage trenches and ditches, etc.) on sites used by the Contractor when required for execution of the Contract.
 - .2 An equipment decontamination area on each site used by the Contractor for execution of the Contract.
 - .3 A washing area for debris removed from dredging zones.

- .4 A system for dewatering or treating dredged material when required by the work method chosen by the Contractor and approved by MDDELCC. Operation and maintenance of the system for dewatering or treating dredged material is excluded from the lump sum price for this item; this work is included in items 2.2 and 2.4 of the Price Table.
- .5 An equipment decontamination area as specified in Section 01 35 13 43 – *Special Project Procedures for Contaminated Sites*.
- .6 A washing area for debris as specified in Section 35 20 23A – *Contaminated Sediments Management*.
- .7 A system for dewatering or treating dredged material when required by the work method chosen by the Contractor and approved by MDDELCC. Operation and maintenance of the system for dewatering or treating dredged material is excluded from the lump sum price for this item; this work is included in items 2.2 and 2.4 of the Price Table.

- .4 The lump sum price for item 1.6 includes provision of a boat, a berth for two boats, movement of boats from one boat launch to the other, provision of fuel for both boats, replacement of all defective or missing equipment, all-risk and third-party liability insurance and all permits and authorizations as described in Section 01 52 00 – *Construction Facilities*.

Measurement

Item 1.6 is not measured for payment purposes. Item 1.6 shall be paid in accordance with the terms and conditions specified in point 8 of the General provisions only if the Contractor has completed the Required Work in 2015 and Canada has decided to exercise the optional services.

1.7. TURBIDITY CURTAIN

- .1 Item 1.7 includes design of structures, provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to ensure containment of dredging work, when working in polygons A, B, C, D or E, by means of a turbidity curtain or any other structure or method approved by the Departmental Representative, as described in section 35 20 23 – *Dredging*.

Measurement

Item 1.7 is not measured for payment purposes. Sixty percent (60%) of the lump sum shall be paid to the Contractor upon installation of the turbidity curtains to carry out dredging in the first dredging polygon (polygon A) and when five days of dredging have been completed.

Payment for the amount referred to above must not exceed ten percent (10%) of the total value of the Contract. The remaining amount shall be paid upon completion of dredging in polygons A to E.

2. UNIT PRICE ITEMS

2.1. DREDGING

- .1 Item 2.1 includes design of structures, provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to perform dredging work as described in section 35 20 23 – *Dredging*, and as shown in the drawings, under the supervision of the Departmental Representative. Dredging is to be performed within polygons A to G for Required Work, and within polygons H to L for Optional Work, on thicknesses shown in the drawings. During dredging, the Contractor must segregate dredged material under the supervision of the Departmental Representative based on available analyses and visual observation of the material. In addition, material dredged from dredging polygon A must be segregated from the rest of the dredged material.
- .2 The unit price for item 2.1 also includes, without being limited to:

- .1 Waiting time for all of the Contractor's activities during dredging stoppages, with the exception of those cases payable under item 2.5 of the Price Table.
- .2 Loss of time and expenses incurred for: (1) towing dredging equipment; (2) loss of time or damage due to storms, fire, collisions or otherwise, either in transit to or from the location where dredging is to be performed or to or from the offloading area, or during operation of the equipment under this Contract; (3) delays, damage or accidents due to debris of any kind or to other work being performed concurrently in the same area by others.

Measurement

Payment for dredging in polygons A to L including all activities described in item 2.1 above and in Section 35 20 23 – *Dredging* is per cubic metre in place. The volume payable shall be determined by the Departmental Representative. The maximum volume payable for one dredging polygon is equal to the product of the area of the polygon and the thickness to be dredged within the polygon, as shown in drawing ENV4.

No measurement for payment purposes is made for over-dredging, dredging of lateral slopes at the edge of the dredging area, transported material and sediment that has slipped or flowed into the dredging area and that must be dredged to achieve the thicknesses specified in drawing ENV4. Costs associated with shaping the lateral slopes located outside the dredging areas shall be included in the unit price in item 2.1 of the Price Table.

In the event that a dredging thickness in a given area cannot be achieved and that this is accepted by the Departmental Representative (e.g., refusal on bedrock), the volume paid is the difference between the original elevation and the final elevation times the area involved.

The Departmental Representative, at its own expense, shall perform two bathymetric surveys following dredging: one verification sounding and one final sounding. All additional surveys and waiting times for the Departmental Representative shall be billed to the Contractor on an hourly basis as follows:

- .1 Hourly rate of \$300.00.
- .2 The Departmental Representative shall deem any period in excess of twenty-four hours between the end of the verification sounding and the start of the final sounding to be waiting time.
- .3 The Department's waiting time shall be measured by the Departmental Representative based on an eight-hour day, 8:00 pm to 4:00 pm; if surveys are required by the Contractor outside of this period, they shall be charged to the Contractor as waiting time.
- .4 Costs associated with the Department's waiting time shall be deducted from the Contractor's progress estimates.

2.2. MANAGEMENT OF DREDGED MATERIAL

- .1 Item 2.2 includes design of structures, provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to manage material dredged within polygons A to G for Required Work, and within polygons H to L for Optional Work, as described in Section 35 20 23A – *Contaminated Sediments Management*, under the supervision of the Departmental Representative. The Contractor must ensure that equipment used to transport and manage dredged material is in proper working order to minimize inconvenience and abide by the requirements of Section 01 35 43 – *Environmental Procedures and sustainable requirements*, the Order in Council and the Certificate of Authorization obtained from MDDELCC.
- .2 The unit price for item 2.2 also includes, without being limited to:
 - .1 Installation and protection of works, structures and infrastructure in and around sites used by the Contractor for the management of dredged material.
 - .2 Environmental protection during management of dredged material on sites used by the Contractor and during transportation of dredged material to final management sites in accordance with the contract documents, the Order in Council and the authorizations and permits to be obtained from the competent authorities.

- .3 Waiting time for all of the Contractor's activities during dredging stoppages, with the exception of those payable under item 2.5 of Price Table.
- .3 Environmental characterization of all sites used by the Contractor for the management of dredged material, before and after the work, is payable under item 1.1.

Measurement

Payment for management of dredged material, including all activities described in item 2.2 above and Section 35 20 23A – *Contaminated Sediments Management*, is per cubic metre in place, according to the quantities payable in Section 2.1, of whatever type (debris or sediment) or contamination level of the dredged material.

To receive payment for final management of dredged material, the Contractor shall submit, to the Departmental Representative, a transportation manifest and two weight tickets (for each of the required weighings, one upon leaving the Remediation Work Area and the second upon arrival at the final management site) for each load sent to the final management sites approved by the competent authorities (e.g., MDDELCC in Quebec).

Quantities payable in item 2.2 shall be determined by the Departmental Representative based on a method using the calculation of quantities of dredged materials managed off-site and a percentage of completion of management of dredged materials. This method is based on the following theoretical data:

- .1 Volume of materials dredged and dewatered to a water content of 50% represents 91% of the volume of material in place before dredging.
- .2 Density of material dredged and dewatered to a water content of 50% is 1,753 kg per cubic metre.
- .3 One metric tonne of material dredged and dewatered to a water content of 50% represents 0.627 m³ of material in place before dredging.

Quantities in item 2.2 are paid per cubic metre in place using the theoretical data above to convert the dredged and dewatered material managed off-site to cubic metres in place before dredging, up to 75% of the quantities entered in this item in the Price Table. The Contractor may claim a payment covering the rest of the quantities entered in item 2.2 of the Price Table (25%) once all dredged materials have been managed off-site, following submission of the transportation manifests and the weight tickets to the Departmental Representative and the issuance by the latter of a Certificate of Completion.

2.3. SUPPLEMENTARY DREDGING

- .1 Item 2.3 includes design of structures, provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to perform supplementary dredging, under the supervision of the Departmental Representative. Supplementary dredging is to be performed within polygons A to G for Required Work, and within polygons H to L for Optional Work, on the thicknesses specified by the Departmental Representative during dredging and in accordance with the requirements of Section 35 20 23 – *Dredging*. Canada does not undertake to perform dredging work in dredging polygons A to L.
- .2 The unit price for item 2.3 also includes, without being limited to:
 - .1 Waiting times for all of the Contractor's activities during dredging stoppages, with the exception of those cases payable under item 2.5 of the Price Table.
 - .2 Loss of time and expenses incurred for: (1) towing dredging equipment; (2) loss of time or damage due to storms, fire, collisions or otherwise, either in transit to or from the location where dredging is to be performed or to or from the offloading area, or during operation of the equipment under this Contract; (3) delays, damage or accidents due to debris of any kind or to other work being performed concurrently in the same area by others.

Measurement

Payment for supplementary dredging in polygons A to L including all activities described in item 2.3 above and in Section 35 20 23 – *Dredging* is per cubic metre in place. The volume payable shall be determined by the Departmental Representative. The maximum volume payable for one dredging polygon shall be equal to the product of the area of the polygon and the theoretical thicknesses of supplementary dredging within the polygon, as specified by the Departmental Representative during dredging based on the elevation surveyed following dredging work paid in item 2.1.

No measurement for payment purposes is made for over-dredging, dredging of lateral slopes at the edge of the dredging area, transported material and sediment that has slipped or flowed into the dredging area and that must be dredged to achieve the thicknesses specified in drawing ENV4. Costs associated with shaping the lateral slopes located outside the dredging areas are included in the unit price in item 2.3 of the Price Table.

In the event that a dredging thickness in a given area cannot be achieved and that this is accepted by the Departmental Representative (e.g., refusal on bedrock), the volume paid is the difference between the original elevation and the final elevation times the area involved.

The Departmental Representative, at its own expense, shall perform two bathymetric surveys following dredging: one verification sounding and one final acceptance sounding. All additional surveys and waiting times for the Departmental Representative shall be billed to the Contractor on an hourly basis as follows:

- .1 Hourly rate of \$300.00.
- .2 The Departmental Representative shall deem any period in excess of twenty-four hours between the end of the verification sounding and the start of the final sounding to be waiting time.
- .3 The Department's waiting time shall be measured by the Departmental Representative based on an eight-hour day, 8:00 pm to 4:00 pm; if surveys are required by the Contractor outside of this period, they shall be charged to the Contractor as waiting time.
- .4 Costs associated with the Department's waiting time shall be deducted from the Contractor's progress estimates.

2.4. MANAGEMENT OF SUPPLEMENTARY DREDGED MATERIAL

- .1 Item 2.4 includes design of structures, provision of management and supervisory personnel, labour, equipment, tools, materials, consumables, transportation and any other service required to manage material dredged during supplementary dredging within polygons A to G for Required Work, and within polygons H to L for Optional Work, as described in section 35 20 23A – *Contaminated Sediments Management*, under the supervision of the Departmental Representative. Canada does not undertake to perform supplementary dredging work in dredging polygons A to L or to manage materials dredged during supplementary dredging.
- .2 The unit price for item 2.4 also includes, without being limited to:
 - .1 Installation and protection of works, structures and infrastructure in and around sites used by the Contractor for the management of supplementary dredged material.
 - .2 Environmental protection during management of supplementary dredged material on sites used by the Contractor and during transportation of dredged material to final management sites, in accordance with the contract documents, the Order in Council and the authorizations and permits to be obtained from the competent authorities.
 - .3 Waiting time for all of the Contractor's activities during dredging stoppages, with the exception of those payable under item 2.5 of Price Table.
- .3 Environmental characterization of all sites used by the Contractor for the management of dredged material, before and after the work, is payable under item 1.1.

Measurement

Management of dredged material, including all activities described in item 2.4 above and Section 35 20 23A – *Contaminated Sediments Management*, is paid per cubic metre in place, according to the quantities payable in item 2.3, of whatever type (debris or sediment) or contamination level of the dredged material.

To receive payment for final management of material dredged during supplementary dredging, the Contractor shall submit, to the Departmental Representative, a transportation manifest and two weight tickets (one for each of the required weighings, one upon leaving the Remediation Work Area and the second upon arrival at the final management site) for each load sent to the final management sites approved by the competent authorities (e.g., MDDELCC in Quebec).

Quantities payable in item 2.4 shall be determined by the Departmental Representative based on a method using the calculation of quantities of dredged materials managed off-site and a percentage of completion of management of dredged materials. This method is based on the following theoretical data:

- .1 Volume of material dredged and dewatered to a water content of 50% represents 91% of the volume of material in place before dredging.
- .2 Density of material dredged and dewatered to a water content of 50% is 1,753 kg per cubic metre.
- .3 One metric tonne of material dredged and dewatered to a water content of 50% represents 0.627 m³ of material in place before dredging.

Quantities in item 2.4 are paid per cubic metre in place using the theoretical data above to convert the dredged and dewatered material managed off-site to cubic metres in place before dredging, up to 75% of the quantities entered in this item in the Price Table. The Contractor may claim a payment covering the rest of the quantities entered in item 2.4 of the Price Table (25%) once all supplementary dredged materials have been managed off-site, following submission of the transportation manifests and the weigh bills to the Departmental Representative and the issuance by the latter of a Certificate of Completion.

2.5. WAITING TIME

- .1 Item 2.5 includes all direct and indirect costs incurred by the Contractor during waiting times, for activities on land or in water. The Contractor shall receive no additional payment over and above the tender price for waiting times.
- .2 The Contractor's compensable waiting time covers stoppages due to:
 - .1 The discovery of munitions on the seabed preventing dredging;
 - .2 A total ban of operations on the wharf to prevent a situation deemed unsafe by the Harbour Master or by the oil companies (specifically, Irving and Valero) during transfer operations of petroleum products on the Gaspé commercial wharf;
 - .3 Bad weather preventing supervision by the Departmental Representative of water quality for suspended solids and turbidity.
- .3 The Contractor shall not be paid for delays or stoppages caused by, but not limited to:
 - .1 The Departmental Representative's hydrographic surveys;
 - .2 The presence of fishing gear in the Remediation Work Area;
 - .3 Shipping in Gaspé Harbour and near the Gaspé commercial wharf;
 - .4 Use restrictions for the wharf under the ISPS code, as specified in subsections 1.4.11 and 1.4.12 of Section 01 14 00 – *Work Restrictions*;
 - .5 Operational adjustments for performance of the Contractor's work.
 - .6 Weather or shipping conditions, other than bad weather preventing supervision by the Departmental Representative of water quality for suspended solids and turbidity.

Measurement

The Contractor's compensable waiting time is paid per hour. Waiting times are calculated as follows:

- .1 From the moment the Departmental Representative issues an Order to the moment the Order is lifted.
- .2 Compensable waiting times are limited to a maximum of twelve hours per day (though not to exceed the average number of hours of daily operations of the last six business days) and a maximum of six days per week.

NOTE TO BIDDERS: WRITE DIRECTOR'S AND OR OWNERS SURNAMES AND GIVEN NAMES

[illegible]

APPENDIX 3– CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 2

| | |
|----------------------------------|--------------|
| Description and Location of Work | Contract No. |
| | Project No. |

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

| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
|---|-----------------------------------|--------------------------------|--------------------------|--|--------------------------------|--------------------------------------|
| Commercial General Liability Umbrella/Excess Liability | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| | | | | \$ | \$ | \$ |
| Pollution Liability | | | | \$ | | Aggregate |
| | | | | <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | \$ | |
| Marine Liability | | | | \$ | | |

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

| | |
|---|---------------------------------|
| <div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) | <div></div> Telephone number |
| <div></div> Signature | <div></div> Date D / M / Y |



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 2 of 2

| | | |
|---|---|---|
| <p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p> | <p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p> | <p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>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 not less than \$10,000,000.00. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p> |
| <p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$10,000,000 per incident or occurrence and in the aggregate.</p> | | |

APPENDIX 4 – 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>Draft (m)</i> | | |
| <i>Dredging depth (m)</i> | | |
| <i>Dredging capacity (m³/h)</i> | | |
| <i>Manufacturing place *</i> | | |

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

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

| Name | Registration number | Capacity (m³) | Draft (m) | Manufacturing Place * |
|------|---------------------|---------------|-----------|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TUG (S)

| Name | Registration number | Engine (HP) | Draft (m) | Manufacturing Place * |
|------|---------------------|-------------|-----------|-----------------------|
| | | | | |
| | | | | |
| | | | | |

SUPPLY VESSELS AND OTHERS FLOATING EQUIPMENT

| Name | Registration number | Purpose | Draft (m) | Manufacturing Place * |
|------|---------------------|---------|-----------|-----------------------|
| | | | | |
| | | | | |

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

CERTIFICATE OF QUALIFICATION

Dredges or other floating plant used to perform the Work on this dredging project **shall be on Canadian registry and of Canadian make or manufacture**. A Bidder with dredges or other floating plant not of Canadian make or manufacture is required to obtain a certificate of qualification in that respect from Industry Canada prior to submitting a bid and **a true copy of such certificate shall be included with the bid documents**. A request for a certificate of qualification shall be directed to:

Director, Defence and Marine
Aerospace, Defence and Marine Branch
INDUSTRY CANADA
CD 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

and must be received by that official not less than fourteen (14) days prior to the closing date for the submission of bids. Floating plant qualified by Industry Canada may be accepted to perform the Work on this dredging project. Requests for certificates of qualification may be submitted by completing Appendix 5 here after.

APPENDIX 5 – 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

APPENDIX 6 – WORK PROCEDURES

Summary work plan describing the work procedures for dredging and managing the dredged material included in the procedures allowed by the Order in Council.

Acceptance of a bid will not constitute acceptance of the work procedure detailed in this appendix.

WORK PROCEDURES FOR DREDGING (including a description of the type of machinery and a presentation of the sequence of operations)

WORK PROCEDURES FOR MANAGING THE DREDGED MATERIAL AMONGST THOSE PERMITTED IN THE ORDER OF COUNCIL

APPENDIX 8 – PERSONNEL EXPERIENCE

| PROJECT DIRECTOR | |
|--|--|
| Project Director task description: He is the representative of the contractor and is responsible of realizing the work and the achievement of project objectives. He is responsible of health and safety, environment and quality of work. He ensures the respect at all times of the requirements prescribed in the contract documents, the compliance with the standards and requirements of the policy and the respect of the requirements prescribed in permits and licenses of the Project. He provides the resources to carry out the work in accordance with contractual and legal requirements. He is also responsible for all functions usually performed by a Project Director | |
| Name of the proposed individual: | |

| | YES | NO |
|---|-----|----|
| Has at least ten (10) years' experience in project management. | | |
| Has completed one (1) dredging project involving management of contaminated sediments or one (1) dredging project involving management of suspended solids (SS) and turbidity requiring the application of specific remediation measures and monitoring (oversight) of the work by a firm that specializes in the field. During the course of the prior dredging project involving contaminated sediments management, the individual must have held a position similar to the one for which he or she is being proposed in relation to this project. <u>At least one of the three individuals proposed for a key position must comply to this requirement.</u> | | |
| Has led at least two (2) projects valued at five million dollars (\$5M) or more where the proposed individual was responsible for site security, environmental protection and work quality. Briefly describe in the boxes below each of these two projects in order to demonstrate that the individual has the experience sought. Canada reserves the right to contact the references to validate the information. | | |

| | |
|------------------------------------|--|
| Project 1 – Project Title: | |
| Final value of the project: | |
| Reference – name: | |
| Reference – email adress | |
| Description | |
| | |
| Project 2 – Project Title: | |
| Final value of the project: | |
| Reference – name: | |
| Reference – email adress: | |
| Description | |
| | |

DREDGING SUPERINTENDENT

Dredging Superintendent task definition:

Reporting to the Project Director, the Superintendent of dredging plans coordinates and supervises, on the construction site, the dredging operations and the disposal of dredged material. He is also responsible for ensuring and demonstrate achievement of quality and environmental requirements related to dredging and has to ensure the continuity of dredging works. He is proactive and make the necessary adjustments to operations to meet contractual requirements, including with respect to the water quality (turbidity). He ensures the continuity of the work. He has to coordinate and monitor the activities of the dredging teams in strict compliance with the requirements of the Contract. He has the authority to stop work in the event of non-compliance with contractual requirements.

Name of the proposed individual:

| | YES | NO |
|---|-----|----|
| Has at least ten (10) years' experience as a dredging superintendent involving floating plant in commercial waterways and/or commercial ports. | | |
| Has completed one (1) dredging project involving management of contaminated sediments or one (1) dredging project involving management of suspended solids (SS) and turbidity requiring the application of specific remediation measures and monitoring (oversight) of the work by a firm that specializes in the field. During the course of the prior dredging project involving contaminated sediments management, the individual must have held a position similar to the one for which he or she is being proposed in relation to this project. <u>At least one of the three individuals proposed for a key position must comply to this requirement.</u> | | |
| Has supervised at least two (2) dredging projects valued at one million dollars (\$1M) or more for which he or she had to apply government requirements relating to in-water work. Briefly describe in the boxes below each of these two (2) projects in order to demonstrate that the individual has the experience sought. Canada reserves the right to contact the references to validate the information. | | |

| | |
|------------------------------------|--|
| Project 1 – Project Title: | |
| Final value of the project: | |
| Reference – name: | |
| Reference – email adress | |
| Description | |
| | |
| Project 2 – Project Title: | |
| Final value of the project: | |
| Reference – name: | |
| Reference – email adress: | |
| Description | |
| | |

| ENVIRONMENTAL MANAGER | |
|--|--|
| Environment Manager task definition: Reporting to the Project Director, he develops environmental plans and work programs, coordinate their implementation and follow up to ensure compliance with contractual and legal environmental requirements. As such it, he has the authority to interrupt work at any time and to demand the provision of necessary adjustments to comply with the environmental requirements (contractual or legal) of the Project. He supervises the preparation of applications for permits and ensure that they comply with the contract documents and the decree. He has the responsibility to approve corrective actions in environmental matters. He plans, distributes and supervises tasks related to environmental protection and environmental monitoring. | |
| Name of the proposed individual: | |

| | YES | NO |
|--|-----|----|
| Has at least five (5) years' experience in managing contaminated soils or sediments in Quebec. | | |
| Has completed at least one (1) dredging project involving management of contaminated sediments or one (1) dredging project involving management of suspended solids (SS) and turbidity requiring the application of specific remediation measures and monitoring (oversight) of the work by a firm that specializes in the field. During the course of the prior dredging project involving contaminated sediments management, the individual must have held a position similar to the one for which he or she is being proposed in relation to this project. <u>At least one of the three individuals proposed for a key position must comply to this requirement.</u> | | |
| Has been involved in at least two (2) projects valued at two hundred and fifty thousand dollars (\$250,000) or more as the environmental officer where he or she had to monitor compliance of the work with applicable federal, provincial and municipal regulations and had the authority to stop work in the event of non-compliance with an environmental requirement. Briefly describe in the boxes below each of these two (2) projects in order to demonstrate that the individual has the experience sought. Canada reserves the right to contact the references to validate the information. | | |

| | |
|------------------------------------|--|
| Project 1 – Project Title: | |
| Final value of the project: | |
| Reference – name: | |
| Reference – email adress: | |
| Description | |
| | |
| Project 2 – Project Title: | |
| Final value of the project: | |
| Reference – name: | |
| Reference – email adress: | |
| Description | |
| | |