

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

See related changes to GC2.1 of R2820D that have been included in the Standard Acquisition Clauses and Conditions (SACC)

INSURANCE TERMS

The Certificate of Insurance and it's instructions has been replaced see Annex A. (Completed certificate is NOT required at bid closing)

SUPPORT THE USE OF APPRENTICES

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

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PLEASE SEE IMPORTANT NOTICE BELOW

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CONTRACT SECURITY

Subsequent Call-ups may require that the offeror provide contract security as described in clause R2890D of the Standard Acquisition Clauses and Conditions (SACC) manual. The clause can be consulted here; <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/8>

Also consult SOP03 Call-up Limitation for maximum Contract Security that could be asked for.

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Solicitation No. - N° de l'invitation

ED001-152241/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWC-4-37173

Buyer ID - Id de l'acheteur

pwc024

CCC No./N° CCC - FMS No/ N° VME

R.070501.001

ANNEX A - CERTIFICATE OF INSURANCE

ANNEX B - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to (1) Standing Offer from date of award to January 31, 2016. The total dollar value of all Standing Offers is estimated to be \$969,000.00 (HST included). Individual call-ups will vary, up to a maximum of \$285,000.00 (HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Offer of General Instructions to Offerors - Construction Services. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI03 OFFER DOCUMENTS

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

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

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

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

- a. Must be completed on the Price Proposal Form
- b. Must indicate
 - Request for standing offer number
 - Solicitation number
 - Offeror's name
 - Closing Date and Time

- c. Must be received before offer closing time at fax number (902) 566-7514)

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

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

SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

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

Crystal Bysterveldt
Supply Officer
Public Works and Government Services Canada
Real Property Contracting
3 Queen Street
Charlottetown, PE
C1A 4A2

Telephone: (902) 940-7122
Facsimile: (902) 566-7514
E-mail address: crystal.bysterveldt@pwgsc.gc.ca

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

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

SI06 QUANTITY

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

SI07 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to

reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI08 MANDATORY/OPTIONNAL SITE VISIT

Not applicable.

SI09 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (902) 566-7514.

SI10 OFFER VALIDITY PERIOD

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

SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE CONSTRUCTION CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they

are providing opportunities to apprentices as part of doing business with the Government of Canada.

3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 5) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

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

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

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

If you accept fill out and sign Appendix 5

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

SI12 WEB SITES

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2014-03-01) Integrity Provisions – Offer

1. Offerors must comply with the Code of Conduct for Procurement. In addition, offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting an offer, offerors confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined, after issuance of the SO, that the Offeror made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.
3. Affiliates
For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's Affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that the Offeror provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the offer being declared non-responsive.

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5. The Offeror must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Offeror must also, when requested, provide Canada with properly completed and signed consent forms.
 6. By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
 7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
 8. Time Period
The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.
In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Offeror must therefore provide with its offer or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the offer non-responsive.
 9. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
 - a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
 - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or

- d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
- e. section 239 (*False or deceptive statements*) of the Income Tax Act, or
- f. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
- g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Corruption of Foreign Public Officials Act, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

The Offeror also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Standing Offer arising from this Request for Standing Offers and any resulting call-ups, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Offeror must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offeror's Affiliates has elapsed, then the Offeror must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Offerors understand that Canada may issue a Standing Offer with an offeror where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm;

If all offers are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only offers containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement.

GI02 (2014-03-01) Completion of Offer

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

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

1. In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries

on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

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

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

GI04 (2014-09-25) Applicable Taxes

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

GI05 (2012-07-16) Capital Development and Redevelopment Charges

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

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

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

GI07 (2014-03-01) Submission of Offer

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

- c. Return address; and
 - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 (2011-05-16) Revision of Offer

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

GI09 (2013-04-25) Rejection of Offer

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

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- ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
 3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii GI09, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
 4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
 - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
 5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
 6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI10 (2010-01-11) Offer Costs

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

GI11 (2012-07-16) Procurement Business Number

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

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

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of G112, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of G112 shall result in disqualification of the offer.

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

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

GI14 (2010-01-11) Performance Evaluation

1. Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI15 (2012-07-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final

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decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

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

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from date of award to January 31, 2016.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$285,000.00 (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

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

- b. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
- 2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829.
- 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is :

Name : Crystal Bysterveldt

Title : Supply Officer

Department : Public Works and Government Services Canada

Division : Acquisitions

Telephone : 902- 940-7122

e-mail : crystal.bysterveldt@pwgsc.gc.ca

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

Standing Offer Technical Authority is :

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

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

The selected contractor for the standing offer is :

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Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 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 and be maintained throughout the duration of the standing offer period.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

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

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

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

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

GC1	General Provisions – Construction Services	R2810D	(2015-02-25);
GC2	Administration of the Contract	R2820D	(2015-02-25);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2015-02-25);
		R2550D	
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	R2884D	(2008-05-12);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

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

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APPENDIX 2- SPECIFICATIONS AND DRAWINGS

See attachments

APPENDIX 3 - PRICE PROPOSAL FORM**Standing Offer
Floating Plant Dredging – Various Harbours, PEI**

- 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.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit (Taxes Excluded)	Estimated Total Price (Taxes Excluded)
1	35 20 23	Mobilization and Demobilization	Each	4		
2	35 20 23	Dredging	CMPM	30,000		
3	35 20 23	Additional Work Related to Dredging	Each	4	\$25,000.00	\$100,000.00
TOTAL						
\$						

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

APPENDIX 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

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

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer. Responsive offers with the second, third, fourth and fifth lowest prices will then be ranked in that order. Canada reserves the right to issue up to two (2) Standing Offers.

Right of First Refusal Basis:

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

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APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

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

Trades of those apprentices:

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

B

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ANNEX A - CERTIFICATE OF INSURANCE (Not required at bid closing)
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

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

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

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

Signature _____ Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

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

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

Commercial General Liability

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

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

- (a) Blasting.
 - (b) Pile driving and caisson work.
 - (c) Underpinning.
 - (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.
- The policy must have the following minimum limits:
- (a) **\$5,000,000** Each Occurrence Limit;
 - (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
 - (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.
- Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

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.

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1.1 DESCRIPTION OF WORK

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

1.2 GENERAL

- .1 Scope of work under this contract includes but shall not be limited to the provision of all labour and equipment required to perform dredging as specified herein.
- .2 The Department reserves the right to award the standing offer contract to more than one Contactor and to call up services from the second or other bidders.
- .3 The First Bidder will be notified of a request for dredging services by the Departmental Representative and the first bidder will have 24 hours to respond as to their availability. If the first bidder is unavailable or non-responsive, the request will be offered to the second bidder, then the third bidder, etc.
- .4 The Contractor will be required to provide labour and equipment and commence dredging within 72 hours of notification by the Departmental Representative of a request for dredging unless delays are caused beyond the Contractor's control such as severe weather. Failure to comply with this request could result in awarding work to other bidders.
- .5 In the award of work, the selection of the Contractor will be based on the most favourable option (i.e., total cost of project) to the Owner, based on the unit prices submitted from the Contractors.
- .6 The equipment proposed by the Contractor will also be taken into consideration.
- .7 Previous related work history by the Contractor will also be taken into consideration.
- .8 The required dredge depth will vary between sites and will range from 1.5 to 2.5 metres below chart datum (low normal tide). Typically, the required dredge depth will be 1.8 metres.

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

1.3 QUANTITIES

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

1.4 DRAWINGS

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

1.5 STANDARDS

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

1.6 PROTECTION OF EXISTING SERVICES AND FACILITIES

- .1 It will be the responsibility of the Contractor to become fully acquainted with the existing services and facilities and take necessary steps to protect them during the work.
- .2 The Contractor will bear the cost of making good all damage to existing structures and facilities at the site resulting from their operations under this contract. All repairs will be with new materials approved by the Departmental Representative.
- .3 The Contractor will immediately restore any existing service disrupted as a result of their operations at no cost to the Department or Owner.

1.7 SETTING OUT WORK

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

1.8 INTERPRETATION OF DOCUMENTS

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

1.9 MEASUREMENT FOR PAYMENT

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

1.10 DOCUMENTS REQUIRED

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

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

1.11 PERMITS

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

1.12 INTERFERENCE, SECURITY AND SIGNAGE

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

1.13 CONTRACTOR'S USE OF SITE

- .1 The Contractor's use of site is limited to the locations of the dredging operations and as specified herein.
- .2 Access to work site is to be provided over existing wharf approach.
- .3 The Contractor is to note that access being provided over existing structures is to be used by other wharf users. As a result, the Contractor is to co-operate with the Departmental Representative and schedule their use of this access to permit usage by other wharf users. The Contractor should also note that access may be limited to one lane of traffic to the location of work depending on wharf activity.

- .4 The Contractor will be responsible, at the Contractor's expense, to move and replace lobster traps, electrical wires, power lines, derricks, poles, sheds, fuel lines, pumps or any obstacles which may hinder the work progress.

1.14 CO-OPERATION AND ASSISTANCE TO DEPARTMENTAL REPRESENTATIVE

- .1 Co-operate with the Departmental Representative on inspection work and provide any assistance requested.
- .2 On request of the Departmental Representative, furnish use of such boats, equipment, labour and materials forming ordinary and usual part of dredging as may be reasonably necessary to inspect the work. The Contractor will provide an approved duty boat under this contract. The boat will be on duty at all times throughout the duration of the contract. It will be also available for the use of the Departmental Representative and/or their inspector when required.

1.15 CLEANING

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

1.16 INSPECTION OF SITES

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

1.17 DATUM

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

1.18 PROJECT MEETINGS

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

1.19 HARBOUR AUTHORITY

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

1.20 TAXES

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

END OF SECTION

Part 1 General

1.1 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Prince Edward Island
 - .1 Occupational Health and Safety Act, R.S.P.E.I. [2004].

1.2 DEFINITIONS

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

1.3 SUBMITTALS

- .1 Submit site-specific Health and Safety Plan prior to commencement of Work. Health and Safety Plan must include at least:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operation.
 - .3 Departmental Representative will review Health and Safety Plan and provide comments.
 - .4 Revise the Plan as appropriate and resubmit within 2 working days after receipt of comments.
 - .5 Submit revisions and updates made to the Plan during the course of Work.
 - .6 Departmental Representative's review and comments made of the Plan shall not be construed as an endorsement, approval or implied warranty of any kind by Canada and does not reduce Contractor's overall responsibility for Occupational Health and Safety of the Work.
- .2 Submit name of designated Health and Safety Site Representative and support documentation specified in the Safety Plan.

- .3 Submit building permit, compliance certificates and other permits obtained.
- .4 Submit copy of Letter of Good Standing from Provincial Workers Compensation or other department of labour organization
 - .1 Submit update of Letter of Good Standing whenever expiration date occurs during the work period.
- .5 Submit copies of Contractor's authorized representative's work site health and safety inspection reports to the Departmental Representative and/or inspector daily.
- .6 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .7 Submit copies of incident and accident reports.
- .8 Submit WHMIS and MSDS Data Sheets.
- .9 Departmental Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .10 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

1.4 COMPLIANCE REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act for Province of Prince Edward Island, and Occupational Health and Safety Regulations made pursuant to the Act.
- .2 Comply with Canada Labour Code – Part II (entitled Occupational Health and Safety) and the Canada Occupational Health and Safety Regulations (COSH) as well as any other regulations made pursuant to the Act.
 - .1 The Canada Labour Code can be viewed at [www.http://laws.justice.gc.ca/en/L-2/](http://laws.justice.gc.ca/en/L-2/)
 - .2 COSH can be viewed at: [www.http://laws.justice.gc.ca/eng/SOR-86-304/ne.html](http://laws.justice.gc.ca/eng/SOR-86-304/ne.html)
 - .3 A copy may be obtained at: Canadian Government Publishing Public Works & Government Services Canada Ottawa, Ontario, K1A 0S9. Tel: (819) 956-4800 (1-800-635-7943). Publication No. L31-85/2000 E or F).
- .3 Observe construction safety measures of:
 - .1 Part 8 of National Building Code
 - .2 Municipal by-laws and ordinances
- .4 In case of conflict or discrepancy between above specified requirements, the more stringent shall apply.
- .5 Maintain Workers Compensation Coverage in good standing for duration of Contract. Provide proof of clearance through submission of Letter in Good Standing prior to commencement of work.
- .6 Medical Surveillance: Where prescribed by legislation or regulation, obtain and maintain worker medical surveillance documentation.

1.5 RESPONSIBILITY

- .1 Be responsible for health and safety for health and safety of persons on site, of property and for protection of persons and public circulating adjacent to work operations to extent that they may be affected by conduct of the Work.
- .2 Comply with and enforce compliance by all workers, sub-contractors and other persons granted access to work site with safety requirements of Contract Documents, applicable Federal, Provincial, and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.6 SITE CONTROL AND ACCESS

- .1 Control the Work and entry points to Work Site. Approve and grant access only to workers and authorized persons. Immediately stop and remove non-authorized persons.
 - .1 The Departmental Representative will provide names of those persons authorized by the Departmental Representative to enter onto Work Site and will ensure that such authorized persons have the required knowledge and training on Health and Safety pertinent to the reason for being at the site, however, Contractor remains responsible for the health and safety of authorized persons while at the Work Site.
- .2 Isolate Work Site from other areas of the premises by use of appropriate means.
 - .1 Erect fences, hoarding, barricades and temporary lighting as required to effectively delineate the Work Site, stop non-authorized entry, and to protect pedestrians and vehicular traffic around and adjacent to the Work and create a safe environment.
 - .2 Post signage at entry points and other strategic locations indicating restricted access and conditions for access.
 - .3 Use professionally made signs with bilingual message in the 2 official languages or internationally known graphic symbols.
- .3 Provide safety orientation session to persons granted access to Work Site. Advise of hazards and safety rules to be observed while on site.
- .4 Ensure persons granted site access wear appropriate PPE. Supply PPE to inspection authorities who require access to conduct tests or perform inspections.
- .5 Secure Work Site against entry when inactive or unoccupied and to protect persons against harm. Provide security guard where adequate protection cannot be achieved by other means.

1.7 PROTECTION

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

1.8 FILING OF NOTICE

- .1 File Notice of Project and other Notices with Provincial authorities prior to beginning of Work.
 - .1 Departmental Representative will assist in locating address for Filing Notice of Project if needed.

1.9 PERMITS

- .1 Obtain permits, licenses, compliance certificates as specified in Section 01 10 10 before and during progress of Work. Post on site.
- .2 Where particular permit or compliance certificate cannot be obtained at the required stage of work, notify the Departmental Representative in writing and obtain the Departmental Representative's approval to proceed prior to carrying out that portion of the work.

1.10 HAZARD ASSESSMENTS

- .1 Perform site specific safety hazard assessment related to project.
- .2 Carry out initial assessment prior to commencement of Work with further assessments as needed during progress of work, including when new trades and subcontractors arrive on site.
- .3 Record results and address in Health and Safety Plan.
- .4 Keep documentation on site for entire duration of the Work.
- .5 Provide a copy of the site specific health and safety hazard assessment to the Departmental Representative.

1.11 PROJECT/SITE CONDITIONS

- .1 Following are potential health, environmental and safety hazards at the site for which Work may involve contact with:
 - .1 Existing hazardous and controlled products stored on site.
 - .2 Existing hazardous substances or contaminated building materials.
 - .3 Facility on-going operations.
- .2 Above items shall not be construed as being complete and inclusive of potential health and safety hazards encountered during Work.
- .3 Include above items in the hazard assessment of the Work.
- .4 MSDS Data sheets of pertinent hazardous and controlled products stored on site can be obtained from Owner

1.12 MEETINGS

- .1 Attend pre-construction health and safety meeting, convened and chaired by the Departmental Representative, prior to commencement of Work, at time, date and location determined by the Departmental Representative. Ensure attendance of:
 - .1 Superintendent of Work
 - .2 Designated Health and Safety Site Representative
 - .3 Subcontractors
- .2 Conduct regularly scheduled tool box and safety meetings during the Work in conformance with Occupational Health and Safety regulations
- .3 Keep documents on site.
- .4 Provide copies to the Departmental Representative.

1.13 HEALTH AND SAFETY PLAN

- .1 Prior to commencement of Work, develop written Health and Safety Plan specific to the Work. Implement, maintain, and enforce Plan for entire duration of Work and until final demobilization from site.
- .2 Health and Safety Plan shall include the following components:
 - .1 List of health risks and safety hazards identified by hazard assessment.
 - .2 Control measures used to mitigate risks and hazards identified.
 - .3 On-site Contingency and Emergency Response Plan as specified below.
 - .4 On-site Communication Plan as specified below.
 - .5 Name of Contractor's designated Health and Safety Site Representative and information showing proof of his/her competence and reporting relationship in Contractor's company.
 - .6 Names, competence and reporting relationship of other supervisory personnel used in the Work for occupational health and safety purposes.
- .3 On-site Contingency and Emergency Response Plan shall include:
 - .1 Operational procedures, evacuation measures and communication process to be implemented in the event of an emergency.
 - .2 Evacuation Plan: site and floor plan layouts showing escape routes, marshalling areas. Details on alarm notification methods, fire drills, location of firefighting equipment and other related data.
 - .3 Name, duties and responsibilities of persons designated as Emergency Warden(s) and deputies.
 - .4 Emergency Contacts: name and telephone number of officials from:
 - .1 General Contractor and subcontractors.
 - .5 Emergency Contacts:
 - .1 Pertinent Federal and Provincial Departments and Authorities having jurisdiction.
 - .2 Local emergency resource organizations.
 - .6 Spill kit and MSDS sheets.
 - .7 Harmonize Plan with Facility's Emergency Response and Evacuations Plan. Departmental Representative will provide pertinent data including name of the Departmental Representative and Facility Management contacts.
- .4 On-site Communication Plan:
 - .1 Procedures for sharing of work related safety information to workers and subcontractors, including emergency and evacuation measures.
 - .2 List of critical work activities to be communicated with Facility Manager which have a risk of endangering health and safety of Facility users.
- .5 Address all activities of the Work including those of subcontractors.
- .6 Review Health and Safety Plan regularly during the Work. Update as conditions warrant to address emerging risks and hazards, such as whenever new trade or subcontractor arrive at Work Site.
- .7 The Departmental Representative will respond in writing, where deficiencies or concerns are noted and may request re-submission of the Plan with correction of deficiencies or concerns.
- .8 Post copy of the Plan, and updates, prominently on Work Site.

1.14 SAFETY SUPERVISION

- .1 Employ Health and Safety Site Representative responsible for daily supervision of health and safety of the Work.
- .2 Health and Safety Site Representative may be the Superintendent of the Work or other person designated by Contractor and shall be assigned the responsibility and authority to:
 - .1 Implement, monitor and enforce daily compliance with health and safety requirements of the Work
 - .2 Monitor and enforce Contractor's site-specific Health and Safety Plan.
 - .3 Conduct site safety orientation session to persons granted access to Work Site.
 - .4 Ensure that persons allowed site access are knowledgeable and trained in health and safety pertinent to their activities at the site or are escorted by a competent person while on the Work Site.
 - .5 Stop the Work as deemed necessary for reasons of health and safety
- .3 Health and Safety Site Representative must:
 - .1 Be qualified and competent person in occupational health and safety.
 - .2 Have site-related working experience specific to activities of the Work.
 - .3 Be on Work Site at all times during execution of the Work.
- .4 All supervisory personnel assigned to the Work shall also be competent persons.
- .5 Inspections:
 - .1 Conduct regularly scheduled safety inspections of the Work on a minimum weekly basis. Record deficiencies and remedial action taken.
- .6 Cooperate with Facility's Occupational Health and Safety Representative should one be designated by the Departmental Representative.
- .7 Keep inspection reports and supervision related documentation on site.
- .8 Provide copies to the Departmental Representative.

1.15 TRAINING

- .1 Use only skilled workers on Work Site who are effectively trained in occupational health and Safety procedures and practices pertinent to their assigned task.
- .2 Maintain employee records and evidence of training received. Make data available to the Departmental Representative upon request.
- .3 When unforeseen or peculiar safety-related hazard(s), or condition(s) occur during performance of the Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise The Departmental Representative verbally and in writing.

1.16 MINIMUM SITE SAFETY RULES

- .1 Notwithstanding requirement to abide by federal and provincial health and safety regulations; ensure the following minimum safety rules are obeyed by persons granted access to Work Site.
 - .1 Wear appropriate PPE pertinent to the Work or assigned task.
 - .2 Immediately report any unsafe condition at site, near-miss accident, injury and damage.

- .3 Maintain site and storage areas in a tidy condition free of hazards causing injury.
- .4 Obey warning signs and safety tags.
- .2 Brief all persons of disciplinary protocols to be taken for non-compliance of the safety rules. Post rules on site.

1.17 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by the Departmental Representative.
- .2 Provide the Departmental Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 The Departmental Representative may stop Work if non-compliance of health and safety regulations is not corrected.

1.18 INCIDENT REPORTING

- .1 Investigate and report the following incidents to the Departmental Representative:
 - .1 Incidents requiring notification to Provincial Department of Occupational Safety and Health, Workers Compensation Board or to other regulatory Agency.
 - .2 Medical Aid injuries.
 - .3 Property damage in excess of \$5,000.
 - .4 Interruptions to Facility operations resulting in an operational lost to a Federal department in excess of \$5,000.
- .2 Submit report in writing.

1.19 HAZARDOUS PRODUCTS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS).
- .2 Keep MSDS data sheets for all products delivered to site.
 - .1 Post on site.
 - .2 Submit copy to the Departmental Representative.

1.20 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.21 CONFINED SPACES

- .1 Abide by Occupational Health and Safety regulations regarding work in confined spaces.
- .2 Obtain and Entry Permit in accordance with Part XI of the Canada Occupational Health and Safety Regulations for entry into an existing identified confined space located at the Facility or premises of Work.

- .1 Obtain permit from Facility Manager.
- .2 Keep copy of permit issued.
- .3 Safety for Inspectors:
 - .1 Provide PPE and training to the Departmental Representative and other persons who require entry into confined space to perform inspections.
 - .2 Be responsible for efficacy of equipment and safety of persons during their entry and occupancy in the confined space.

1.22 SITE RECORDS

- .1 Maintain on Work Site copy of safety related documentation and reports stipulated to be produced in compliance with Acts and Regulations of authorities having jurisdiction and of those documents specified herein.
- .2 Upon request, make available to the Departmental Representative or authorized Safety Officer for inspection.

1.23 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Prince Edward Island having jurisdiction, and in consultation with the Departmental Representative.
- .2 Post other documents as specified herein, including but not limited to:
 - .1 Site specific Health and Safety Plan
 - .2 WHMIS data sheets

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Environmental and Waste Management Plans: Section 01 74 21.
- .2 Dredging: Section 35 20 23.

1.2 REFERENCES

- .1 WHMIS: Workplace Hazardous Materials Information System, Health Canada.
- .2 Transportation of Dangerous Good act. Transport Canada, update 2008-02-21.
- .3 MBCA: Migratory Birds Convention Act, Environment Canada, 1994.
- .4 Canadian Coast Guard Regulations, Department of Fisheries and Oceans Canada.
- .5 Canadian Shipping Act, Transport Canada, 2001.
- .6 AWWPA: American Wood Preserver Association.

1.3 DEFINITIONS

- .1 Hazardous Material: Product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to the environment or adversely affect health of persons, animals, or plant life when released into the environment.
- .2 Wetlands: land where the water table is at, near or above the surface or which is saturated for a long enough period to promote such features as wet-altered soils and water tolerant vegetation. Wetlands include organic wetlands or "peatlands," and mineral wetlands or mineral soil areas that are influenced by excess water but produce little or no peat.
- .3 Watercourse: refers to the bed and shore of a river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
- .4 Alien species: refers to a species or subspecies introduced outside its normal distribution whose establishment and spread threaten ecosystems, habitats or species with economic or environmental harm.
- .5 Buffer Zone: a vegetated land that protects watercourses from adjacent land uses. It refers to the land adjacent to watercourses, such as streams, rivers, lakes, ponds, oceans, and wetlands, including the floodplain and the transitional lands between the watercourse and the drier upland areas.

1.4 TRANSPORTATION

- .1 Transport hazardous materials and hazardous waste in compliance with Federal Transportation of Dangerous Goods Act.
- .2 Do not overload trucks when hauling material or equipment. Secure contents against spillage.
- .3 Maintain trucks clean and free of mud, dirt and other foreign matter.

- .4 Clean and disinfect all equipment before (and after) entering a water body to avoid the transfer and spreading of aquatic invasive species.
- .5 Avoid potential release of contents and of any foreign matter into waterways, onto highways, roads and access routes used for the Work. Take extra care when hauling (if applicable) dredged material and other hazardous materials. Inspect disposal pipeline (if applicable) on a regular basis. Immediately clean any spillage and spoils and report any incidences to the Departmental Representative.
- .6 Before commencement of work, advise the Departmental Representative of the existing roads and temporary routes proposed to be used to access work areas and to haul material/equipment to and from the site, including roads to the dredged disposal field (if applicable).

1.5 DISPOSAL OF DREDGED MATERIAL

- .1 Obtain applicable permit from the Departmental Representative for approved site selected for disposal.
- .2 Control disposal and runoff of water containing suspended materials or other harmful substances in accordance with requirements of authority having jurisdiction.
- .3 Suction Dredging:
 - .1 Routinely inspect pipe for any potential breach in the sediment train and keep in good leak free condition at all times.
 - .2 Should leakage occur along the pipeline immediately cease dredging operations and repair leak.

1.6 HAZARDOUS MATERIAL HANDLING

- .1 Handle and store hazardous materials on site in accordance with WHMIS procedures and requirements.
- .2 Store all hazardous liquids in location and manner to prevent their spillage into the environment.
- .3 Maintain written inventory of all hazardous materials kept on site. List product name, quantity and storage date.
- .4 Keep MSDS data sheets on site for all items.

1.7 PETROLEUM, OIL AND LUBRICANTS

- .1 Comply with Federal and Provincial laws, regulations, codes and guidelines for the storage of fuel and petroleum products on site.
- .2 Do not place fuel storage tanks or store fuel or other petroleum products within a 30 metre buffer zone of watercourses and wetlands. Do not fuel or lubricate equipment within this 30 metre buffer zone. Obtain approval from the Departmental Representative and/or Facility Manager of acceptable location on site for fuel storage and equipment service.
- .3 Do not dump petroleum products or any other deleterious substances on ground or in the water.
- .4 Be diligent and take all necessary precautions to avoid spills and contaminate the soil and water (both surface and subsurface) when handling petroleum products on site and during fueling and servicing of vehicles and equipment.

- .5 Maintain on site appropriate emergency spill response equipment consisting of at least one 250 litre (55 gallon) overpack spill kit for containment and cleanup of spills.
- .6 Maintain vehicles and equipment in good working order to prevent leaks on site.
- .7 In the event of a petroleum spill, immediately notify Departmental Representative and the Canadian Coast Guard (CCG) at 1-800-565-1633 (24 hour report line). Perform clean-up in accordance with all regulations and procedures stipulated by authority having jurisdiction.

1.8 DISPOSAL OF WASTES

- .1 Do not bury rubbish, demolition debris and waste materials on site.
- .2 Dispose and recycle demolition debris and waste materials in accordance with project waste management requirements.
- .3 Do not dispose of hazardous waste, volatile materials (such as mineral spirits, paints, thinners etc) and petroleum products into waterways, storm or sanitary sewers or in waste landfill sites.
- .4 Dispose of hazardous waste in accordance with applicable federal and provincial laws, regulations, codes and guidelines.

1.9 WATER QUALITY

- .1 Conduct dredging of a watercourse in such a manner to limit turbidity and reduce sediment suspension in the water to an absolute minimum at all times.
 - .1 Maintain appropriate production speed and momentum of the dredging equipment. Make adjustments as required and as approved by the Departmental Representative.
- .2 Where work may affect the water quality adjacent to water intake lines used by Lobster Holding Facilities, Fish Processing Facilities and other harbour users, schedule work in cooperation with the Harbour Authority as directed by The Departmental Representative to minimize interference and impact to harbour users.
- .3 Visually monitor the water turbidity of the surrounding areas adjacent to the work and up to the established dredge limit of 200 metres.
 - .1 Should excessive change occur in the turbidity beyond the dredge limit which differs from existing conditions of the surrounding water bodies, such as a distinct color difference; notify the Departmental Representative to obtain appropriate mitigation measures to be followed.
- .4 Water quality during suction dredging:
 - .1 Minimize out-fall of the dredge material at the disposal site by placing the pipeline outtake at or near the water level surface.
 - .2 Restrict vessel traffic adjacent to the disposal site to an absolute minimum to avoid the re-suspension of dredged material from propeller wash.
- .5 Water contamination by preservative treated wood:
 - .1 Preservative treated lumber and timber, whether plant or site treated, shall be cured for a minimum of 30 days from date of the treatment application before their installation in areas which will be in contact with the water.
 - .2 Do not cut treated wood lumber over the surface of a watercourse or wetland.
 - .3 Do not use liquid applied preservative products over the surface of a watercourse or wetland.

- .4 Wood treated with Chromate Copper Arsenate (CCA) or Ammoniac Copper Zinc Arsenate (ACZA) must be CSA or AWPA approved.
- .5 Do not use timber and lumber treated with creosote, petroleum and pentachlorophenol for any part of the Work.
- .6 Do not wash down equipment within a 30 metre buffer zone of a wetland, watercourse or other identified environmentally sensitive area.

1.10 SOCIOECONOMIC RESTRICTION

- .1 Abide by municipal and provincial regulations for any restriction on work performed during the night time and on flood lighting of the site. Obtain applicable permits.
- .2 Place flood lights in opposite direction of adjacent residential and business areas.
- .3 Use equipment and machinery with purposely designed mufflers to reduce noise on site to lowest possible level. Maintain mufflers in good operating condition at all times.

1.11 BIRD AND BIRD HABITAT

- .1 Become knowledgeable with and abide by the Migratory Birds Convention Act (MBCA) in regards to the protection of migratory birds, their eggs, nests and their young encountered on site and in the vicinity.
- .2 Minimize disturbance to all birds on site and adjacent areas during the entire course of the Work.
- .3 Do not approach concentrations of seabirds, waterfowl and shorebirds when anchoring equipment, accessing wharves or ferrying supplies.
- .4 During night time work, position flood lights in opposite direction of nearby bird nesting habitat.
- .5 Do not use beaches, dunes, and other natural previously undisturbed areas of the site to conduct work unless specifically approved by the Departmental Representative.
- .6 Should nests of migratory birds in wetlands be encountered during work, immediately notify Departmental Representative for directives to be followed.
 - .1 Do not disturb nest site and neighbouring vegetation until nesting is completed.
 - .2 Minimize work immediately adjacent to such areas until nesting is completed.
 - .3 Protect these areas by following recommendations of Canadian Wildlife Service.

1.12 FISH AND FISH HABITAT

- .1 Be aware if the risk for contamination of the fish habitat at the site as a result of alien species being introduced in the water.
- .2 To minimize the possibility of fish habitat contamination, all construction equipment which will be immersed into the water of a watercourse, or has the possibility of coming into contact with such water during the course of the work, must be cleaned and washed to ensure that they are free of marine growth and alien species.
 - .1 Equipment shall include boats, barges, cranes, excavators, haul trucks, pumps, pipe lines and all other miscellaneous tools and equipment previously used in a marine environment.
- .3 Cleaning and washing of equipment shall be performed immediately upon their arrival at the site and before use in or over the body of water.

- .4 Conduct cleaning and washing operations as follows:
 - .1 Inspect and remove fouling plants and animals from boat, motor, anchor, trailer and equipment.
 - .2 Scrap and remove heavy accumulation of mud and dispose appropriately.
 - .3 Wash all surfaces of equipment by use of a pressurized fresh water supply.
 - .4 Immediately follow with application of a heavy sprayed coating of undiluted vinegar or other environmentally approved cleaning agent to thoroughly remove all plant matter, animals and sediments.
 - .5 Clean hull and dispose of removed material far from the water.
 - .6 Check and remove all plant, animal and sediment matter from all bilges and filters.
 - .7 Drain standing water from equipment and let fully dry before use.
 - .8 Upon removal from the water, drain standing water from your motor, bilge and wells. If possible, let equipment dry completely before removal off the site.
 - .9 Use environment friendly anti-fouling paint or products on your boat hull.
- .5 Do not perform cleaning and wash down within a 30 metre buffer zone of a wetland, watercourse or other identified environmentally sensitive area.
- .6 Record of Assurance Logbook:
 - .1 Maintain an on-going log of past and present usage and wash downs of all equipment to illustrate mitigation measures undertaken against fish habitat contamination by alien species.
 - .2 Write data in a hard cover bound logbook,
 - .3 Include the following:
 - .1 Date and location where equipment was previously used in a watercourse or wetland;
 - .2 Type of work performed.
 - .3 Dates of wash down for each piece of equipment;
 - .4 Cleaning method and cleaning agent(s) used.
 - .4 Upon request, submit logbook to Departmental Representative for review.
- .7 Abide by requirements and recommendations of the Federal Department of Environment and the Department of Fisheries and Oceans – Habitat Protection and Sustainable Development Branch in cleaning and wash down of equipment.

1.13 AIR QUALITY

- .1 Keep airborne dust and dirt resulting from the work on site to an absolute minimum.
- .2 Apply dust control measures to roads, parking lots and work areas.
- .3 Spray surface with water or other environmentally approved product. Use purposely suited equipment or machinery and apply in sufficient quantity and frequency to provide effective result and continued dust control during the entire course of the work.
- .4 Do not use oil or any other petroleum products for dust control.

1.14 FIRES

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

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Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Environmental Procedures: Section 01 35 43.
- .2 Dredging: Section 35 20 23.

1.2 GENERAL

- .1 Carry out work placing maximum emphasis on the areas of:
 - .1 Waste Reduction;
 - .2 Diversion of waste from landfill and;
 - .3 Material Recycling.

1.3 WASTE MANAGEMENT PLAN

- .1 Prior to commencement of work, prepare Waste Management Workplan.
- .2 Workplan to include:
 - .1 Waste reduction practices.
 - .2 Material source separation process.
 - .3 Procedures for sending recyclables to recycling facilities.
 - .4 Training and supervising workforce on waste management at site.
- .3 Submit copy of Work Plan to the Departmental Representative for review.

1.4 WORKER TRAINING AND SUPERVISION

- .1 Provide adequate training to workforce, through meetings and demonstrations, to emphasize purpose and worker responsibilities in carrying out Waste Management Plan.
- .2 Post a copy of Plan in a prominent location on site for review by workers.

1.5 ENVIRONMENTAL PROTECTION PLAN

- .1 A sample Environmental Protection Plan is included as Appendix "B".

1.6 DISPOSAL REQUIREMENTS

- .1 Burying of burning of rubbish and waste materials is prohibited.
- .2 Disposal of waste, volatile materials, mineral spirits, oil, or paint thinner into waterways, storm, or sanitary sewers is prohibited.
- .3 Dispose of waste only at approved waste processing facility approved by authority having jurisdiction.
- .4 Contact the authority having jurisdiction prior to commencement of work, to determine what, if any, waste materials have been banned from disposal. Take appropriate action to isolate such banned materials at site of work and dispose in strict accordance with provincial and municipal regulations.

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- .5 Transport waste in separated condition, following rules in support of the effort to divert, recycle and reduce amount of solid waste placed in landfill.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 01 10 10 – General Instructions.
- .2 Section 01 35 29 – Health and Safety Requirements.
- .3 Section 01 35 43 – Environmental Procedures, Marine Work.
- .4 Section 01 74 21 – Environmental and Waste Management Plans.

1.2 GENERAL DESCRIPTION

- .1 The material to be dredged is classified as a Class B material and is generally found to be mostly sand with some silt and clay and seaweed.

1.3 MEASUREMENT PROCEDURES

- .1 Only material excavated above grade plane and within limits indicated or specified will be measured.
- .2 Dredging will be measured in Cubic Metres, In-place Measurement [CMPM] basis as follows: volume to be measured from existing seabed elevations established from sounding survey down to grade depth elevation specified.
 - .1 For purpose of quantity computation, existing seabed elevation will be represented by “Average” sounding for each matrix block of survey by Departmental Representative as soon as practical after Contract award. Post dredging elevation for quantity computations will be shallowest of grad, bedrock or “Average of Instantaneous” sounding for each matrix block.
 - .2 Minimum call-up will be 1,000 CMPM.
- .3 Measurement will be based on sounding surveys performed by the Departmental Representative before and after dredging. This survey will be used for the determination of measurement for payment of material dredged, regardless of when the specified area(s) are dredged by the Contractor. The Departmental Representative may verify that the dredging Contractor has performed dredging to the specified grade depth with a final after dredging survey. If the survey shows that grade depth has not been obtained, the Contractor is to re-dredge to obtain grade depth. The Contractor will perform sounding surveys, using a method approved by the Departmental Representative, to verify that the specified dredge depth has been obtained. The Departmental Representative may then perform a second sounding survey for final verification of dredge depth. This second acceptance survey and any subsequent surveys required until work is accepted will be at the cost of the Contractor. It should be noted that it is possible that infilling may occur in the dredge area(s) prior to final acceptance. The removal of infilling material by whatever causes will be incidental to the work and not measured separately for payment.
- .4 All operations in connection with field positioning of dredging equipment will be considered incidental to the work and will not be measured separately for payment.
- .5 No extra payment will be made for Contractor's survey vessel, equipment and crew or diving services and safety requirements.
- .6 Payment will include disposal of dredge material to the designated ocean disposal site or confined disposal facility.
- .7 No additional payment for delays incurred during fishing seasons, during periods when no dredging is permitted, downtime and for delays caused by vessel traffic and/or weather.
- .8 There will be no additional payment for any accumulation of seaweeds and/or kelp which may hamper the dredging operation.
- .9 Removal of infilling material will not be measured for payment.

- .10 Arrange and pay for mooring facilities for dredge plant (if applicable).
- .11 Obstructions:
 - .1 Removal of obstructions, authorized by the Departmental Representative will be measured in hours actually used in removal.
 - .2 Dredging equipment used for removal of obstructions will be paid for at a rate negotiated in advance and authorized in writing by the Departmental Representative.
- .12 All operations in connection with field positioning of dredging equipment will not be measured separately for payment.
- .13 Mobilization and demobilization of dredging equipment (dredge, support vessels, pipeline, etc.) to be paid for in lump sum. This item will be measured each time a call-up is made under the standing offer, regardless of the method of measurement used for dredging. Half of the sum allocated for mobilization and demobilization, less holdback shall be payable upon commencement of dredging and the remainder shall be payable after project completion.
 - .1 Moving off the channel to accommodate fishing vessels is incidental to the work, and will not be measured for payment.
 - .2 Mobilization and demobilization will not be paid if the dredge and pipeline is already on-site and have been paid the mobilization and demobilization from a previous call-up.
 - .3 Mobilization between harbours by way of sea after the completion of a call-up will be paid at a negotiated rate prior to mobilization.
 - .4 Any remediation to prevent the possible transport of alien/invasive species from port to port will be considered incidental to the work. Refer to Environmental Procedures, Marine Work, Section 01 35 43.
 - .5 Multiple dredging equipment used to increase production is paid as a single mobilization.
- .14 Additional Work Related to Dredging, is intended to be used for extra or unforeseen issues, work or situations. Any payment under this line item will be negotiated between the contractor and the Departmental Representative prior to commencement of said work.

1.4 REFERENCES

- .1 Definitions:
 - .1 Dredging: excavating, transporting and disposing of underwater materials.
 - .2 Class A material: solid rock requiring drilling and blasting to loosen, and boulders or rock fragments of individual volumes 1.5 m^3 or more.
 - .3 Class B material: loose or shale rock, silt, sand, quick sand, mud, shingle, gravel, clay, sand, gumbo, boulders, hardpan and debris of individual volumes less than 1.5 m^3 ; .
 - .4 Obstructions: material other than Class A, having individual volumes of 1.5 m^3 ; or more.
 - .5 CMPM: cubic metres place measurement.
 - .6 Debris: pieces of wood, wire rope, scrap steel, pieces of concrete and other waste materials.
 - .7 Grade: plane above which material is to be dredged.
 - .8 Estimated quantity:
 - .1 Volume of material calculated to be above grade and within specified side slopes unless otherwise specified.
 - .9 Side slope: inclined surface or plane from subgrade at side limit of dredging area to intersect original ground line outside of side limit and to be expressed as ratio of horizontal to vertical.
 - .10 Chart Datum: permanently established plane from which soundings or tide heights are referenced, usually Lowest Normal Tide (LNT).
 - .11 Universal Transverse Mercator Projection (UTM) or Modified Transverse Mercator Projection (MTM) Co-ordinates: plane rectangular coordinates used in grid system in

- which grid network is applied to UTM. or MTM. projection. Horizontal control information as indicated.
- .12 Minimum Mode: mode of operation of hydrographic survey equipment where minimum sounding is the shallowest depth recorded inside a matrix block. Soundings taken in this mode may be shallower than actual bottom elevations due to variations in water depths due to wave action.
 - .13 Matrix Block: each dredge area is presented as number of 1.2 x 3.0 m long blocks. Dependent on position of sounding, block may have 0 to several soundings contained within it.
 - .14 Least of Minimum Plan: hydrographic survey plan in which the minimum sounding in grouping of matrix blocks is plotted.
 - .15 Instantaneous Average Mode: mode of operation of hydrographic survey equipment where average sounding depths observed are recorded within a matrix block.
 - .16 Average of Instantaneous Plan: hydrographic survey plan in which average sounding recorded within a matrix block.
 - .17 Lowest Normal Tide (LNT): plane so low that tide will seldom fall below it.
 - .18 Cleared Area: area of dredging accepted as complying with plans and specifications.

1.5 SUBMITTALS

- .1 The Contractor should complete and submit a copy of the tables in Appendix "A" with their tender which list all materials and equipment the contractor proposes to use under this contract. Prior to award, the Departmental Representative will review the capabilities of the contractor to perform the work.
- .2 The Contractor should complete and submit a copy of the tables in Appendix "A" with their tender which list previous related works the contractor has completed. Prior to award, the Departmental Representative will review the capabilities of the contractor to perform the work.
- .3 Submit to the Departmental Representative, prior to work, a site specific safety plan. This plan is to have emergency numbers and contacts specific to Harbour Authority, property owners, emergency response, and operators of water intakes.
- .4 Submit to the Departmental Representative, prior to start of work, a schedule of work including time periods during which each operation involved in Work will be undertaken.
- .5 Adhere to schedule and take immediate action to correct any slippage by effectively altering existing dredging operations or mobilizing other equipment. Notify the Departmental Representative of corrective action to be taken.

1.6 REGULATORY REQUIREMENTS

- .1 Comply with federal, municipal, provincial and national codes and regulations relating to project.
- .2 Application for the permits for Ocean Disposal at the specified locations have been made by the Departmental Representative. The copies of the permits will be forwarded to the Contractors where required.
- .3 The Contractor shall observe and comply with all provisions, conditions and restrictions contained in the permit(s).
- .4 Mark floating equipment with lights in accordance with Regulations for the Prevention of Collisions and Notice to Mariners.
- .5 Cooperate with and provide assistance to inspectors of the Regulatory Agencies to board and inspect equipment and operations at any time during the project.

1.7 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate and recycle waste materials in accordance with Section 01 74 21.

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

1.8 NAVIGATION CO-ORDINATION

- .1 Be familiar with vessel movements and fishery activities in area affected by dredging operations. Plan and execute Work in manner that will not interfere with fishing operations, marina operations, construction activities at wharf sites, or access to wharves by land or water.
- .2 Clearly mark dredging area(s), disposal area and routes to and from dredging and disposal area, during periods when fishing gear is set in areas adjacent to dredging operations with "Cautionary Buoys", in accordance with Coast Guard Standard TP968-1984. All Buoys must be colored cautionary yellow – CGSB #505-108.
- .3 The Contractor is responsible for all costs associated with the supply, installation and removal of all necessary temporary aids.
- .4 Execute the work to ensure damage does not occur to fishing gear and interference to fishing operations is minimized, by conducting operations within the areas so marked.
- .5 Be responsible for damage to fishing gear outside marked areas and, if damage occurs, assume responsibility for replacement of repair costs and cost of lost fishing opportunity.
- .6 The Departmental Representative will not be responsible for loss of time, equipment, material or any other cost related to interference with moored vessels in harbour or due to other Contractor's operations.
- .7 Keep District Manager, Canadian Coast Guard, Fisheries and Oceans, informed of dredging operations in order that necessary Notices to Mariners will be issued.
- .8 At no time without written consent from the Departmental Representative shall the contractor move any navigation buoys.

1.9 DATUM, WATER GAUGES AND TARGETS

- .1 Elevations used in this specification and contract drawings are in metres referred to LNT.
- .2 Areas to be dredged are to be referenced to vertical benchmarks for each location of dredging as indicated.

1.10 FLOATING PLANT

- .1 Dredges or other floating plants to be employed on this Work, to be of Canadian registry, make or manufacture, or, must receive certificate of qualification from Industry Canada, Marine Directorate and this certificate to accompany Tender submission. Submit this certificate with equipment information.
- .2 Requests for certification in format of attached questionnaire to be directed to Director, Defense and Marine, Directorate, Industry Canada, 235 Queen Street, 7th Floor, East Tower, Ottawa, Ontario, K1A 0H5, and to be received there not less than 14 days prior to tender closing.
- .3 The contractor shall determine the equipment required to dredge the material specified and described within this document.

1.11 SITE CONDITIONS

- .1 Contractor to visit and inspect work site and become thoroughly familiar with extent and nature of Work and conditions affecting Work before tendering.
- .2 Results of prior soundings may be available for inspection at the Departmental Representative's office.
- .3 Results of prior soundings may be made available for tendering purposes only. It should be noted that this information may differ from site condition. Take this into consideration when submitting tender.

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

1.12 SURVEY REQUIREMENT

- .1 Provide, at own expense, vessel, equipment and crew to set up and maintain control for location of dredge limits and to sound areas immediately after dredging to verify that grade depth has been attained.
- .2 The contractor is to provide at their expense a GPS unit to record and report position in UTM coordinates. The contractor is to report the position of loading and disposal locations on a daily basis during all dredging activities to the Departmental Representative.

1.13 SURVEYS AND ACCEPTANCE OF WORK

- .1 Departmental Representative will arrange to complete a pre-dredge survey of all areas to be dredged. The survey will be by electronic survey equipment sounding. Survey plan at 1:500 scale plotting average soundings obtained in this survey will define actual pre-dredge seabed area.
- .2 No area will be dredged prior to the Departmental Representative and the Contractor's mutual acceptance of the pre-dredge survey for that area.
- .3 Post-dredge survey will be a measurement based on sounding surveys undertaken by the Departmental Representative upon completion of dredging. Survey will confirm if dredging is completed as specified and whether area can be considered clear. Survey plan at 1:500 scale plotting "minimum" depths obtained in this survey will identify areas required for reworking to obtain following elevations using least of minimum mode. This survey will be used for the determination of measurement for payment of material dredged, regardless of when the specified area(s) are dredged by the Contractor.
- .4 If the survey shows that grade depth has not been obtained, the Contractor is to re-dredge to obtain grade depth. The Contractor will perform sounding surveys, using a method approved by the Departmental Representative, to verify that the specified dredge depth has been obtained. The Departmental Representative may then perform a second sounding survey for final verification of dredge depth. This second acceptance survey and any subsequent surveys required until work is accepted will be at the cost of the Contractor. It should be noted that it is possible that infilling may occur in the dredge area(s) prior to final acceptance. The removal of infilling material by whatever causes will be incidental to the work and not measured separately for payment.
- .5 All elevations obtained in average of instantaneous mode within the specified areas of dredging must be at or deeper than grade before the area will be considered complete.

Part 2 Products

2.1 DREDGING EQUIPMENT

- .1 Contractor is to determine required equipment necessary to dredge material specified and to dispose of dredged material at locations specified/indicated.
- .2 The equipment shall be in good condition and be environmentally safe with no leakage of petroleum products into the environment.
- .3 Due to environmental concerns and site limitations, the requirement will be for a suction dredge type of equipment. A different type of dredge may be acceptable in some cases. If the department requires a specific type, this would be specified at the time of the request.
- .4 The disposal operation would involve disposal via pipeline to the disposal site. See Section 01 10 10 for information on disposal sites.
- .5 The Contractor should complete and submit a copy of the tables in Appendix "A" with their tender which list all materials and equipment the contractor proposes to use under this contract. Prior to award, the Departmental Representative will review the capabilities of the contractor to perform the work.

- .6 The Contractor should complete and submit a copy of the tables in Appendix "A" with their tender which list previous related works the contractor has completed. Prior to award, the Departmental Representative will review the capabilities of the contractor to perform the work.
- .7 After dredging, soundings will be taken by the Departmental Representative upon completion of the Contractor's dredging and no dredge area shall be determined complete until after it has been cleared to the specified grade depth or until so directed by the Departmental Representative's.
- .8 Report all dredge quantities to the Departmental Representative at a minimum of every 24 hours. The contractor is to report the position of loading and disposal locations on a daily basis during all dredging activities to the Departmental Representative.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of location:
 - .1 Work comprises dredging of areas/harbours/channels as indicated.
- .2 The contractor will layout the work based on drawings provided by the Departmental Representative, taking into account the dynamics of the sand bars which may change from what is depicted. Similarly the disposal site may change location.
- .3 All dredging (no matter location), use GPS unit to record and report position in UTM coordinates. The contractor is to report the position of loading and disposal locations on a daily basis during all dredging activities to the Departmental Representative.
- .4 Position of work may be verified in the field by the Departmental Representative.
- .5 Surveys and acceptance of work:
 - .1 Departmental Representative will arrange to complete a pre-dredge survey of all areas to be dredged prior to the commencement of any dredging activities. Surveys will be performed by electronic survey equipment sounding in average instantaneous mode.
 - .2 No area will be dredged prior to the Departmental Representative's and Contractor's mutual acceptance of pre-dredge survey for that area.
 - .3 Post-dredge survey will be undertaken by the Departmental Representative upon completion of dredging. Survey will confirm if dredging is completed as specified and whether area can be considered cleared area.
 - .4 Contractor to re-dredge as necessary to remove all material within dredge areas which is found to be above grade.
 - .5 No additional surveys will be undertaken at the Departmental Representative's cost, for those areas not meeting acceptance criteria for dredging. Additional surveys required to clear areas will be undertaken at Contractor's cost.
 - .6 All elevations obtained in minimum mode within specified areas of dredging must be at or deeper than grade before area will be considered completed.

3.2 DREDGING

- .1 Mark floating equipment with lights in accordance with International Rules of Road, Regulations for the Prevention of Collisions, Notices to Mariners and maintain radio watch on board.
- .2 Place and maintain buoys, ranges, markers and lights required to define work and disposal areas.
- .3 Establish and maintain tide boards in order that proper depth of dredging can be determined. Locate tide boards so as to be clearly visible.
- .4 Dredge specified areas to grade depth, typical dredge depth will be of EL -1.8 m LNT.
- .5 Dredge side slopes to two horizontal to one vertical.

- .6 Remove materials above specified grade depths, within limits indicated. Material removed from below subgrade depth or outside specified area or side slope is not part of Work.
- .7 Remove shoaling which occurs as result of Work at no expense to the Departmental Representative.
- .8 Casting-over of dredged material on to surrounding area is not permitted, unless the Departmental Representative has agreed to this arrangement.
- .9 Be responsible for the removal of infilling in dredge areas which occurs prior to acceptance by the Departmental Representative.
- .10 Immediately notify the Departmental Representative upon encountering object which might be classified as obstruction. By-pass the object after clearly marking its location and continue Work.
- .11 If work is to be carried out in other than the daylight hours, it will be the Contractor's responsibility to provide all light and power necessary to carry out the work.
- .12 Contractor is to notify the Departmental Representative 72 hrs prior to the commencement of any disposal at sea activities.

3.3 EXISTING NAVIGATION BUOYS

- .1 The Contractor will make arrangements with Canadian Coast Guard for the removal and re-installation of any existing buoys, as required to carry out the dredging operations.

3.4 DISPOSAL OF DREDGED MATERIAL

- .1 Dispose of dredged material by depositing in disposal areas indicated in manner approved by the Departmental Representative.
- .2 The dredging and disposal of the dredged material will be carried out in accordance with the terms and conditions set down in applicable permits.
- .3 The disposal site coordinates are indicated in ocean disposal permit.
- .4 Define area of disposal site using industry practices.

3.5 SITE QUALITY CONTROL

- .1 Site test and inspections:
 - .1 Co-operate with the Departmental Representative on inspection of Work and provide assistance requested.
 - .2 Upon request of the Departmental Representative, furnish use of such boats, equipment, labour and materials forming ordinary and usual part of dredging plant as may be reasonably necessary to inspect and supervise Work. The Contractor will provide an approved duty boat under this contract. The boat will be on duty at all times throughout the duration of the contract. It will also be available for the use of the Departmental Representative when required.
- .2 Non-conforming work:
 - .1 If, as result of incomplete Work, additional verification of depths by sounding or sweeping becomes necessary, additional costs involved shall be paid by Contractor.
 - .2 Re-dredge unsatisfactory Work and verify depths with additional sounding to approval the Departmental Representative.

3.6 DREDGING AND DISPOSAL RESTRICTIONS

- .1 Ocean Disposal permits will specify a quantity of Disposal dredged material which may not be exceeded. At the time of call-up, the Departmental Representative will highlight to the Contractor any limits which are to be adhered to. Any and all costs for permit violation will be the contractor's responsibility.

- .2 Where applicable, only the permitted disposal sites listed in the permit, and as shown on the plans from the Departmental Representative can be used for ocean disposal of the material.
- .3 Floating dredging equipment shall not conflict with fishing vessels using the channel. The equipment is to utilize only one half of the channel at a time when dredging and move off the channel to allow ferry traffic to pass. It may be necessary to submerge the pipeline from the suction dredge to provide continuous navigation.
- .4 The material dredged by the suction dredge is to be pumped through the pipeline to the prescribed disposal site.

END OF SECTION

Appendix “A”

LIST OF EQUIPMENT TO BE USED AND EXPERIENCE

Dredges and Other Floating Plant Equipments

The Bidder declares, by the fact of filling in the following tables, that the named equipments are entirely at their disposal, and that they are 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 and 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)

	Main Dredge	Secondary Dredge (if required)
Dredge Name		
Registration Number		
Type of Dredge		
Production Rate (cmpm/hr)		
If trailing suction hopper dredge: Hopper Capacity (m ³)		
Draft (m)		
Dredging Depth (m)		
Manufacturing Place and Year		

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

Name	Registration Number	Capacity (m ³)	Draft (m)	Manufacturing Place and Year

TUG (S)

Name	Registration Number	Engine (HP)	Draft (m)	Manufacturing Place and Year

SUPPLY VESSELS & OTHER FLOATING EQUIPMENT

Name	Registration Number	Purpose	Draft (m)	Manufacturing Place and Year

POSITIONING SYSTEM

Make	Model	Serial Number	Precision	Description

Upon request, the Bidder must be able to obtain and produce documentation to verify any of the above state data.

Experience of the Superintendent

The Bidder declares, by the fact of filling in the following table, that the experience listed below can be verified upon request. If there is not enough space, please add notes below.

Superintendent			
Name of Proposed Superintendent: _____			
	Experience No. 1	Experience No. 2	Experience No. 3
Dredge Contract Title			
Name of Client			
Location			
Period (mm/year to mm/year)			
Role of Superintendent			

Appendix “B”

TYPICAL ENVIRONMENTAL PROTECTION PLAN

ENVIRONMENTAL PROTECTION PLAN

2015 - 2016 HARBOUR MAINTENANCE DREDGING AND DISPOSAL OF DREDGED SEDIMENTS IN PRINCE EDWARD ISLAND

Summary of Mitigation Commitments

Turbidity and Sedimentation

- Visual monitoring will be conducted at the dredge and disposal sites by inspectors hired by PWGSC Project Management. The purpose of this monitoring is to provide indications of significant changes in turbidity. If such changes occur, suggesting the dredging of fine-grained materials, the incident will be reported to PWGSC and the dredging operations will be modified to ensure water quality returns to conditions typical to the dredging and disposal of materials that are predominantly sand.
- Disposal activities will be monitored to ensure that volumes approved in DAS permits are not exceeded.

Birds and Bird Habitat

- All equipment mufflers will operate efficiently during dredging activities. Other sounds such as whistle blasts and horns will be limited or replaced with radio communication.
- Concentrations of seabirds, waterfowl or shorebirds will be avoided when anchoring equipment, accessing wharves or ferrying supplies.
- Vessels will be restricted to main navigation channels, except when positioning pipelines from hydraulic dredges.
- Pipelines will be deployed and anchored at sea and will not be located on beaches or other important bird habitat. Beaching of pipelines will be avoided by ensuring moorings are secure and pipelines are moved to protected areas during periods of heavy seas.
- If an accident occurs and equipment is washed up on the beach (e.g., pipeline), it will be retrieved from the marine environment (i.e., from the vessel), rather than via the beach.
- With the exception of North Lake, dredge crews, their anchors, vehicles or equipment will not access beaches or other important bird habitat such as sandspits, dunes, intertidal flats/sandflats. Beaches will not be used as staging areas for equipment and measures will be taken to ensure that project staff and vehicles do not trample sensitive beach habitats.
- North Lake will use an existing access road to reach the dredging/disposal areas and will dispose dredged material in the lower half of the intertidal area. In addition, activities will be restricted to a small portion of the intertidal zone (situated between the breakwater and the adjacent access road).
- The dredging/disposal sites will be kept clear of any food, debris or litter.

Species of Conservation Concern and Their Habitat

Piping Plover

- PWGSC will contact the Island Nature Trust annually to determine the presence or absence of plovers or their nests at SCH locations where spring or summer dredging is proposed within 300 m of draft critical habitat. The information will be kept on record and made available to contractors so that all parties are aware of plover presence in the event of a spill, however unlikely. If up-to-date data are not available for a particular SCH location, PWGSC may provide funds to Island Nature Trust to gather site-specific information at the time when it is needed.

Measures for Covehead

- DFO-SCH/PWGSC and Parks Canada Agency will continue to work collaboratively to monitor dredging activities, and any related effects on Piping Plovers and other birds, in order to adjust dredging activities, if required.

Fish and Fish Habitat

Invasive Species

- All equipment will be mobilized by road and will be pressure washed before being placed in the water.

Commercial Fisheries, Aquaculture/Transportation and Marine Navigation

- The proponent, DFO SCH will coordinate with local Harbour Authorities prior to commencement of the project activities such that the schedule with the least possible conflicts will be implemented.
- Floating equipment will be operated such that navigation in and out of harbours is maintained.

Health and Safety

- To avoid creating an attraction to swimmers, dredged material will be distributed in such a manner as to avoid the creation of an artificial sand bar.

Accidents and Malfunctions

Hazardous Materials

- The handling of hazardous materials will comply with all applicable provincial and federal legislation.

General Pollution Prevention and Emergency Response

- Basic petroleum spill clean-up equipment, including a 250 L oil spill clean-up kit, will be on site during the duration of the project. In order to ensure contaminant releases do not occur, machinery will be regularly inspected for leakage of lubricants or fuel. This will include ensuring that all hydraulic hoses, oil and fuel lines are in good condition with no leaks. Hoses and tanks are to be inspected on a regular basis to prevent fractures and breaks near the water.
- In the event of an accidental spill, the Canadian Coast Guard will be notified at 1-800-565-1633 (24-hour reporting line). The source of the spill will be identified and stopped, with any

released material contained immediately. Work will be halted and spill containment and clean up will begin with the spill kit on hand.

- Should a small leak or drip be identified, they will be contained by using drip pans or other appropriate means until the equipment is properly repaired. Routine maintenance will be conducted offsite.

Effects of the Environment on the Project

- Only proven methodologies for dredging and/or DAS will be used.
- The project will be implemented during benign weather conditions to minimize potential for accidents (i.e., EC's local forecast {<http://weatheroffice.ec.gc.ca>} and storm surge advisory and warning bulletins will be consulted prior to project commencement).

Appendix “C”

DISPOSAL AT SEA PERMIT

Department of the Environment

Canadian Environmental Protection Act, 1999

Notice is hereby given that, pursuant to section 127 of the *Canadian Environmental Protection Act, 1999*, Disposal at Sea Permit No. 4543-2-06811 authorizing the loading for disposal and the disposal of waste or other matter at sea is approved and published on the CEPA Registry on Tuesday March 25, 2014.

1. *Permittee*: Department of Public Works and Government Services, Charlottetown, Prince Edward Island.

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

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

3. *Duration of permit*: Permit is valid from April 1, 2014, to March 31, 2015.

4. *Loading site(s)*:

(a) Covehead Harbour, Prince Edward Island, at approximately 46.43273° N, 63.14635° W (NAD 83);

(b) Darnley Basin (Malpeque), Prince Edward Island, at approximately 46.56083° N, 63.69333° W (NAD 83);

(c) Fishing Cove, Prince Edward Island, at approximately 46.40727° N, 64.13510° W (NAD 83);

(d) Hardys Channel, Prince Edward Island, at approximately 46.65362° N, 63.86050° W (NAD 83);

(e) Howards Cove, Prince Edward Island, at approximately 46.73963° N, 64.37935° W (NAD 83);

(f) Skinners Pond, Prince Edward Island, at approximately 46.96617° N, 64.12600° W (NAD 83); and

(g) West Point Harbour, Prince Edward Island, at approximately 46.61827° N, 64.37150° W (NAD 83),

as described in the document titled "Disposal Site Management Plan: 2014 Map Book and Mitigation" submitted in support of the permit application.

5. *Disposal site(s):*

(a) Covehead, Prince Edward Island - Site A, 46.43230° N, 63.14355° W (NAD83);

(b) Covehead, Prince Edward Island - Site B, 46.43117° N, 63.14517° W (NAD83);

(c) Darnley Basin, Prince Edward Island, bound by 46.56399° N, 63.70386° W; 46.56409° N, 63.68729° W; 46.56095° N, 63.70424° W; 46.55813° N, 63.68904° W; 46.55697° N, 63.68781° W; and 46.55681° N, 63.68522° W (NAD83);

(d) Fishing Cove (Cape Egmont), Prince Edward Island - Site A, 46.39998° N, 64.13225° W (NAD83);

(e) Fishing Cove (Cape Egmont), Prince Edward Island - Site B, 46.40727° N, 64.13510° W (NAD83)

(f) Hardys Channel, Prince Edward Island, 46.65150° N, 63.85910° W (NAD83);

(g) Howards Cove, Prince Edward Island, 46.73832° N, 64° 38007° W (NAD83);

(h) Skinners Pond, Prince Edward Island, 46.96401° N, 64.12967° W (NAD83);
and

(i) West Point, Prince Edward Island, 46.62017° N, 64.37050° W (NAD 83),

as described in the document titled "Disposal Site Management Plan: 2014 Map Book and Mitigation" submitted in support of the permit application.

6. *Method of loading:* Dredging will be carried out using a suction dredge, a barge-mounted excavator or land-based heavy equipment.

7. *Route to disposal site(s) and method of transport:* Most direct navigational route from the loading site to the disposal site via pipeline, trucks or sidecasting.

8. *Method of disposal:* Disposal will be carried out by pipeline, end dumping, or sidecasting.

9. *Total quantity to be disposed of:*

(a) Covehead: Not to exceed 10000 cubic metres, place measure.

(b) Darnley Basin: Not to exceed 45000 cubic metres, place measure.

- (c) Fishing Cove: Not to exceed 10000 cubic metres, place measure.
- (d) Hardys Channel: Not to exceed 10000 cubic metres, place measure.
- (e) Howards Cove: Not to exceed 10000 cubic metres, place measure.
- (f) Skinners Pond: Not to exceed 10000 cubic metres, place measure.
- (g) West Point: Not to exceed 10000 cubic metres, place measure.

9.1. The Permittee shall submit the procedures to measure or estimate quantities of dredged material disposed of at the disposal site to Ms. Jayne Roma, as identified in paragraph 13.1. The Department of the Environment shall approve the procedures prior to the commencement of the first dredging operation to be conducted under this permit.

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

11. *Inspection:*

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

11.2. Ships operating under the authority of this permit shall be marked in accordance with the *Collision Regulations of the Canada Shipping Act, 2001*, when located on or in the waterway.

12. *Contractors:*

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

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

13. *Reporting and notification:*

13.1. The Permittee shall provide the following information no later than 48 hours before loading and disposal activities commence and no sooner than 7 days before loading and disposal activities commence: name of the contractor, including corporate and on-site contact information; and expected period of loading and disposal activities. The above-noted information shall be submitted to

(a) Ms. Jayne Roma, Environmental Protection Operations Directorate, Department of the Environment, Atlantic Region, Queen Square, 16th Floor, 45 Alderney Drive, Dartmouth, NS B2Y 2N6, 902-426-8373 (fax), jayne.roma@ec.gc.ca (email);

(b) Mr. Mark Dalton, Environmental Enforcement Directorate, Department of the Environment, Atlantic Region, Queen Square, 16th Floor, 45 Alderney Drive, Dartmouth, NS B2Y 2N6, 902-490-0775 (fax), mark.dalton@ec.gc.ca (email);

(c) Ms. Rachel Gautreau, Canadian Wildlife Service, Department of the Environment, 17 Waterfowl Lane, Sackville, NB E4L 1G6, 506-364-5062 (fax), rachel.gautreau@ec.gc.ca (email); and

(d) Mr. Jean-Francois Mallet, Department of Fisheries and Oceans, 343 Université Avenue, Moncton, NB E1C 9B6, 506-851-6579 (fax), jean-francois.mallet@dfo-mpo.gc.ca (email).

(e) For Covehead only: Mr. Trevor Rendell and Mr. Paul Giroux, Parks Canada Agency, 2 Palmers Lane, Charlottetown, PE C1A 5V6, 902-672-6370 (fax), trevor.rendell@pc.gc.ca and paul.giroux@pc.gc.ca (email).

13.2. The Canadian Coast Guard, Marine Communication and Traffic Services (MCTS) of Sydney (notshipssyd@dfo-mpo.gc.ca) is to be notified in advance of the commencement of work so that appropriate "Notices to Shipping/Mariners" may be issued.

13.3. The Permittee shall submit a written report to the Minister, as represented by the Regional Director of the Environmental Protection Operations Directorate, Atlantic Region, care of Ms. Jayne Roma, identified in paragraph 13.1., within 30 days of the expiry of the permit. This report shall contain the following information: a list of all work completed pursuant to the permit, including the location of the loading and disposal site(s) used, the quantity of matter disposed of at the disposal site(s) and the dates on which disposal activities occurred.

14. *Environmental Protection Plan:*

14.1. The Permittee shall prepare an environmental protection plan relating to the loading and disposal at sea activities authorized by this permit. The plan shall be approved by the Department of the Environment prior to the commencement of the first dredging operation to be conducted under this permit. Project activities shall be carried out in accordance with all procedures and mitigation measures outlined in the environmental protection plan. Modifications to the plan shall be made only with the written approval of the Department of the Environment.



Jeffrey L. Corkum
*A/Regional Director
Environmental Protection Operations Directorate
Atlantic Region*

On behalf of the Minister of the Environment

Department of the Environment
Canadian Environmental Protection Act, 1999

Notice is hereby given that, pursuant to section 127 of the *Canadian Environmental Protection Act, 1999*, Disposal at Sea Permit No. 4543-2-06812 authorizing the loading for disposal and the disposal of waste or other matter at sea is approved and published on the CEPA Registry on Tuesday March 25, 2014.

1. *Permittee*: Department of Public Works and Government Services, Charlottetown, Prince Edward Island.

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

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

3. *Duration of permit*: Permit is valid from April 1, 2014, to March 31, 2015.

4. *Loading site(s)*:

(a) Grahams Pond, Prince Edward Island, at approximately 46.09622° N, 62.45114° W (NAD 83);

(b) Launching Pond, Prince Edward Island, at approximately 46.22053° N, 62.40978° W (NAD83);

(c) Naufrage Harbour, Prince Edward Island, at approximately 46.46922° N, 62.41660° W (NAD83);

(d) North Lake Harbour, Prince Edward Island, at approximately 46.46905° N, 62.06824° W (NAD83);

(e) Savage Harbour, Prince Edward Island, at approximately 46.43564° N, 62.83266° W (NAD83);

(f) St. Peter's Bay (Red Head), Prince Edward Island, at approximately 46.44494° N, 62.73763° W or 46.44429° N, 62.73427° W (NAD83); and

(g) Tracadie Harbour, Prince Edward Island, at approximately 46.40830° N, 63.02927° W (NAD83),

as described in the document titled "Disposal Site Management Plan: 2014 Map Book and Mitigation" submitted in support of the permit application.

5. *Disposal site(s)*:

- (a) Grahams Pond, Prince Edward Island, 46.09485° N, 62.45215° W (NAD83);
- (b) Launching Pond, Prince Edward Island, 46.21883° N, 62.41083° W (NAD83);
- (c) Naufrage, Prince Edward Island, 46.46850° N, 62.41417° W (NAD83);
- (d) North Lake, Prince Edward Island – Site A, 46.46917° N, 62.06168° W (NAD83);
- (e) North Lake, Prince Edward Island – Site B, 46.46839° N, 62.06797° W (NAD83);
- (f) Savage Harbour, Prince Edward Island, 46.43383° N, 62.82700° W (NAD83);
- (g) St. Peter's Bay (Red Head), Prince Edward Island, 46.44972° N; 62.72632° W (NAD83);
- (h) Tracadie Harbour, Prince Edward Island – Site B, 46.40667° N, 63.02233° W (NAD83);
- (i) Tracadie Harbour, Prince Edward Island – Site C, 46.41567° N, 63.03367° W (NAD83);

as described in the document titled "Disposal Site Management Plan: 2014 Map Book and Mitigation" submitted in support of the permit application.

6. *Method of loading*: Dredging will be carried out using a suction dredge and land-based heavy equipment.

7. *Route to disposal site(s) and method of transport*: Most direct navigational route from the loading site to the disposal site via pipeline, trucks or sidecasting.

8. *Method of disposal*: Disposal will be carried out by pipeline, end dumping or sidecasting.

9. *Total quantity to be disposed of*:

- (a) Grahams Pond: Not to exceed 10000 cubic metres, place measure
- (b) Launching Pond: Not to exceed 15000 cubic metres, place measure
- (c) Naufrage: Not to exceed 20000 cubic metres, place measure

- (d) North Lake: Not to exceed 10000 cubic metres, place measure
- (e) Savage Harbour: Not to exceed 10000 cubic metres, place measure
- (f) St Peter's Bay: Not to exceed 10000 cubic metres, place measure
- (g) Tracadie Harbour Site B: Not to exceed 2000 cubic metres, place measure
- (h) Tracadie Harbour Site C: Not to exceed 15000 cubic metres, place measure

9.1. The Permittee shall submit the procedures to measure or estimate quantities of dredged material disposed of at each disposal site to Ms. Jayne Roma, as identified in paragraph 13.1. The Department of the Environment shall approve the procedures prior to the commencement of the first dredging operation to be conducted under this permit.

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

11. *Inspection:*

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

11.2. Ships operating under the authority of this permit shall be marked in accordance with the *Collision Regulations of the Canada Shipping Act, 2001*, when located on or in the waterway.

12. *Contractors:*

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

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

13. *Reporting and notification:*

13.1. The Permittee shall provide the following information no later than 48 hours before loading and disposal activities commence and no sooner than 7 days before loading and disposal activities commence: name of the contractor, including corporate and on-site contact information; and expected period of loading and disposal activities. The above-noted information shall be submitted to

(a) Ms. Jayne Roma, Environmental Protection Operations Directorate, Department of the Environment, Atlantic Region, Queen Square, 16th Floor, 45 Alderney Drive, Dartmouth, NS B2Y 2N6, 902-426-8373 (fax), jayne.roma@ec.gc.ca (email);

(b) Mr. Mark Dalton, Environmental Enforcement Directorate, Department of the Environment, Atlantic Region, Queen Square, 16th Floor, 45 Alderney Drive, Dartmouth, NS B2Y 2N6, 902-490-0775 (fax), mark.dalton@ec.gc.ca (email);

(c) Ms. Rachel Gautreau, Canadian Wildlife Service, Department of the Environment, 17 Waterfowl Lane, Sackville, NB E4L 1G6, 506-364-5062 (fax), rachel.gautreau@ec.gc.ca (email);

(d) Mr. Jean-Francois Mallet, Department of Fisheries and Oceans, 343 Université Avenue, Moncton, NB E1C 9B6, 506-851-6579 (fax), jean-francois.mallet@dfo-mpo.gc.ca (email).

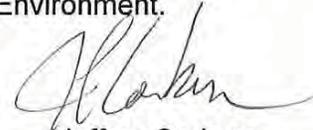
(e) For Savage Harbour, St Peter's Bay and Tracadie Harbour only: Mr. Trevor Rendell and Mr. Paul Giroux, Parks Canada Agency, 2 Palmers Lane, Charlottetown, PEI C1A 5V6, 902-672-6370 (fax), trevor.rendell@pc.gc.ca and paul.giroux@pc.gc.ca (email).

13.2. The Canadian Coast Guard, Marine Communication and Traffic Services (MCTS) of Sydney (notshipssyd@dfo-mpo.gc.ca) is to be notified in advance of the commencement of work so that appropriate "Notices to Shipping/Mariners" may be issued.

13.3. The Permittee shall submit a written report to the Minister, as represented by the Regional Director of the Environmental Protection Operations Directorate, Atlantic Region, care of Ms. Jayne Roma, identified in paragraph 13.1., within 30 days of the expiry of the permit. This report shall contain the following information: a list of all work completed pursuant to the permit, including the location of the loading and disposal site(s) used, the quantity of matter disposed of at the disposal site(s) and the dates on which disposal activities occurred.

14. *Environmental Protection Plan:*

14.1. The Permittee shall prepare an environmental protection plan relating to the loading and disposal at sea activities authorized by this permit. The plan shall be approved by the Department of the Environment prior to the commencement of the first dredging operation to be conducted under this permit. Project activities shall be carried out in accordance with all procedures and mitigation measures outlined in the environmental protection plan. Modifications to the plan shall be made only with the written approval of the Department of the Environment.



Jeffrey Corkum
*A/Regional Director
Environmental Protection Operations Directorate
Atlantic Region*

On behalf of the Minister of the Environment



Department of the Environment

Canadian Environmental Protection Act, 1999

Notice is hereby given that, pursuant to section 127 of the *Canadian Environmental Protection Act, 1999*, the conditions of Disposal at Sea Permit No. 4543-2-06811 are amended as follows and published on the CEPA Registry on Tuesday July 15, 2014.

3. *Duration of permit:* Permit is valid from July 22, 2014 to July 21, 2015.

4. *Loading site(s):*

(h) New London Harbour, Prince Edward Island, at approximately 46.50450° N, 63.47050° W (NAD 83), and

(i) North Rustico Harbour, Prince Edward Island, at approximately 46.45683° N, 63.28683° W (NAD 83)

as described in the document titled "Disposal Site Management Plan: 2014 Map Book and Mitigation" submitted in support of the permit application.

5. *Disposal site(s):*

(j) New London Entrance Channel, Prince Edward Island, at approximately 46.50450° N, 63.47050° W (NAD 83), and

(k) North Rustico, Prince Edward Island, at approximately 46.45500° N, 63.28700° W (NAD 83)

as described in the document titled "Disposal Site Management Plan: 2014 Map Book and Mitigation" submitted in support of the permit application.

9. *Total quantity to be disposed of:*

(h) New London: Not to exceed 10 000 cubic metres, place measure.

(i) North Rustico: Not to exceed 15 000 cubic metres, place measure.

13. *Reporting and notification:*

13.1. The Permittee shall provide the following information no later than 48 hours before loading and disposal activities commence and no sooner than 7 days before loading and disposal activities commence: name of the contractor, including corporate and on-site contact information; and expected

period of loading and disposal activities. The above-noted information shall be submitted to

(e) For Covehead, New London and North Rustico only: Mr. Trevor Rendell and Mr. Paul Giroux, Parks Canada Agency, 2 Palmers Lane, Charlottetown PE C1A 5V6, 902-672-6370 (fax), trevor.rendell@pc.gc.ca and paul.giroux@pc.gc.ca (email).



Jeffrey L. Corkum
*A/Regional Director
Environmental Protection Operations Directorate
Atlantic Region*

On behalf of the Minister of the Environment

Disposal Site Management Plan: 2014 Map Book and Mitigation

Entrance Channel Maintenance Dredging Program
Select DFO Small Craft Harbours, Eastern and Western PEI

Prepared by
Environment Canada
Environmental Protection Operations Directorate – Atlantic Region
Environmental Assessment and Marine Programs
July 2014

Western PEI Sites

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Covehead
 Site Code CAN-ATL-99

RELATED HARBOUR OR CHANNEL

Site Name Covehead Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

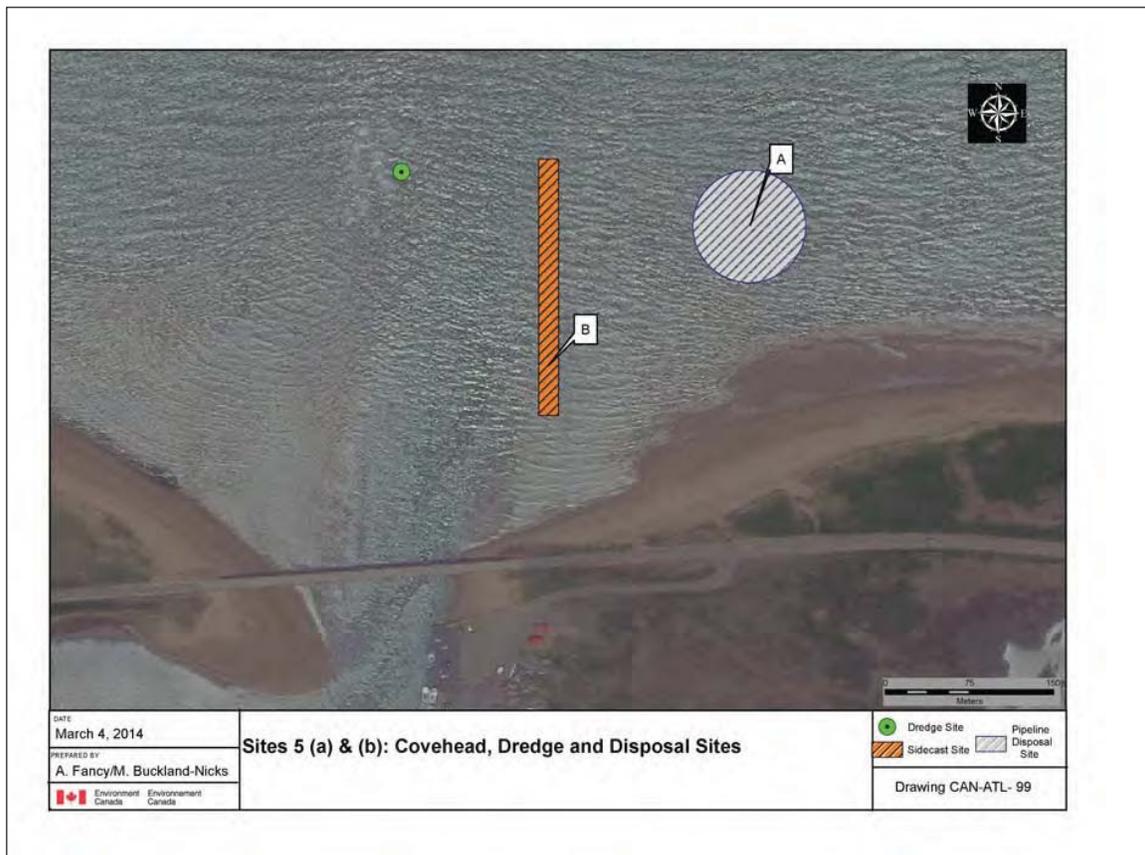
EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Piping Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project except when deploying the pipeline.
2. The existing access road shall be used to access the pipeline deployment area. Vegetated areas shall be avoided where possible.
3. All dredging related vehicles or other dredging related equipment and extra pipeline segments shall be stored in the DFO SCH parking area.
4. The pipeline discharge location shall be situated below the low-low water mark at all times.
5. Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.



DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Fishing Cove (Cape Egmont)
 Site Code CAN-ATL-125

RELATED HARBOUR OR CHANNEL

Site Name Fishing Cove Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Hardy's Channel

Site Code CAN-ATL-283

RELATED HARBOUR OR CHANNEL

Site Name Milligans Shore Harbour

Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge

Barge-mounted Excavator

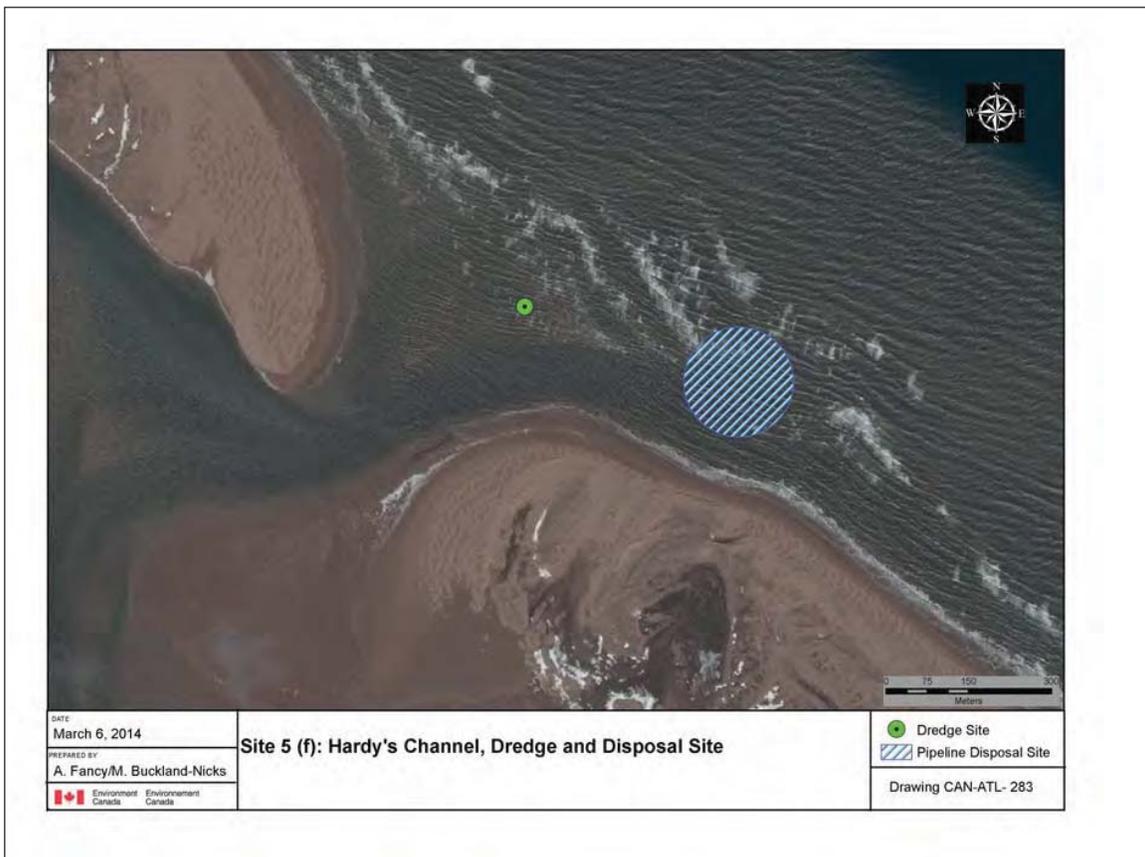
Land-based Heavy Equipment

REQUIRED MITIGATION
(see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard

Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Piping Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Howards Cove

Site Code CAN-ATL-354

RELATED HARBOUR OR CHANNEL

Site Name Howards Cove

Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
Barge-mounted Excavator
Land-based Heavy Equipment

REQUIRED MITIGATION
(see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name New London Entrance Channel

 Site Code CAN-ATL-223

RELATED HARBOUR OR CHANNEL

Site Name New London Harbour

 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. Dredged material shall be placed on the south west side of the channel only.
3. Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name North Rustico
 Site Code CAN-ATL-216

RELATED HARBOUR OR CHANNEL

Site Name North Rustico Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

15,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Skinners Pond

Site Code CAN-ATL-430

RELATED HARBOUR OR CHANNEL

Site Name Skinners Pond

Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
Barge-mounted Excavator
Land-based Heavy Equipment

REQUIRED MITIGATION
(see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name West Point

Site Code CAN-ATL-467

RELATED HARBOUR OR CHANNEL

Site Name West Point Harbour

Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
Barge-mounted Excavator
Land-based Heavy Equipment

REQUIRED MITIGATION
(see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.

Eastern PEI Sites

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Grahams Pond
 Site Code CAN-ATL-129

RELATED HARBOUR OR CHANNEL

Site Name Grahams Pond Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Launching Pond

Site Code CAN-ATL-155

RELATED HARBOUR OR CHANNEL

Site Name Launching Pond Harbour

Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

15,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge

Barge-mounted Excavator

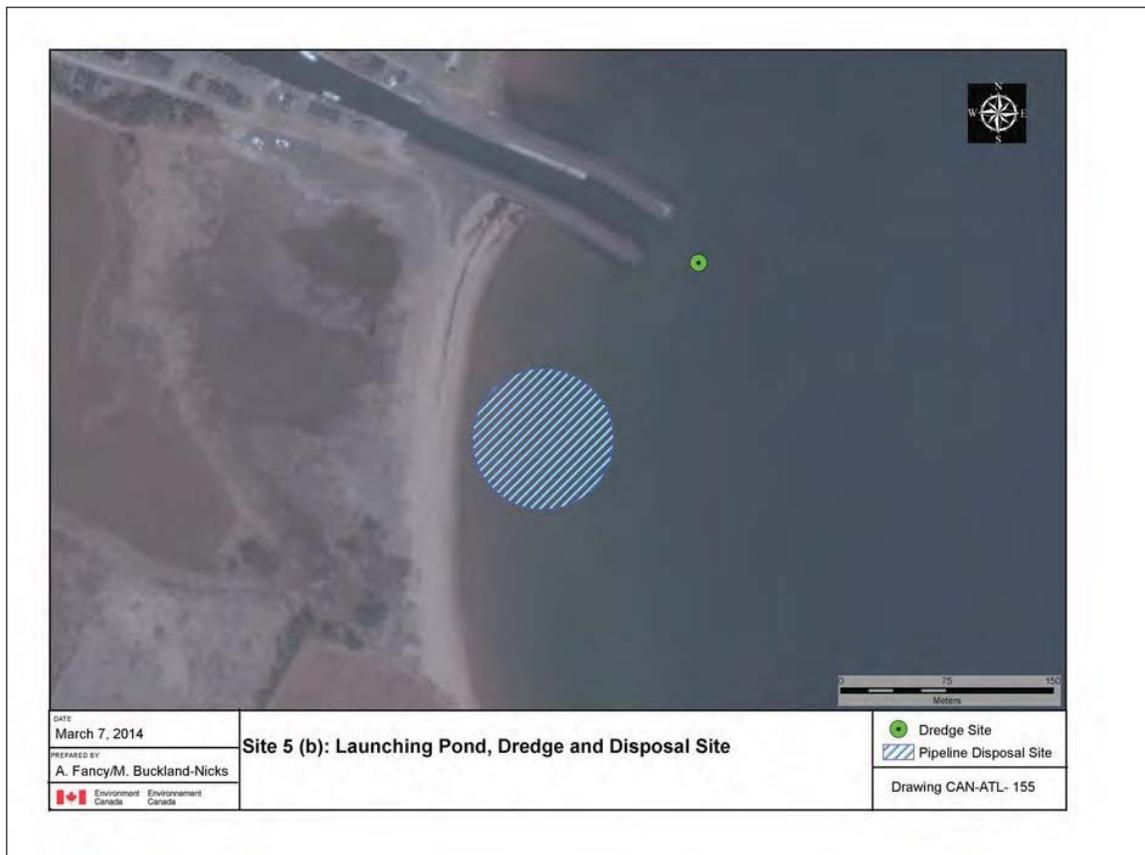
Land-based Heavy Equipment

REQUIRED MITIGATION
(see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard

Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Naufrage
 Site Code CAN-ATL-189

RELATED HARBOUR OR CHANNEL

Site Name Naufrage Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

20,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

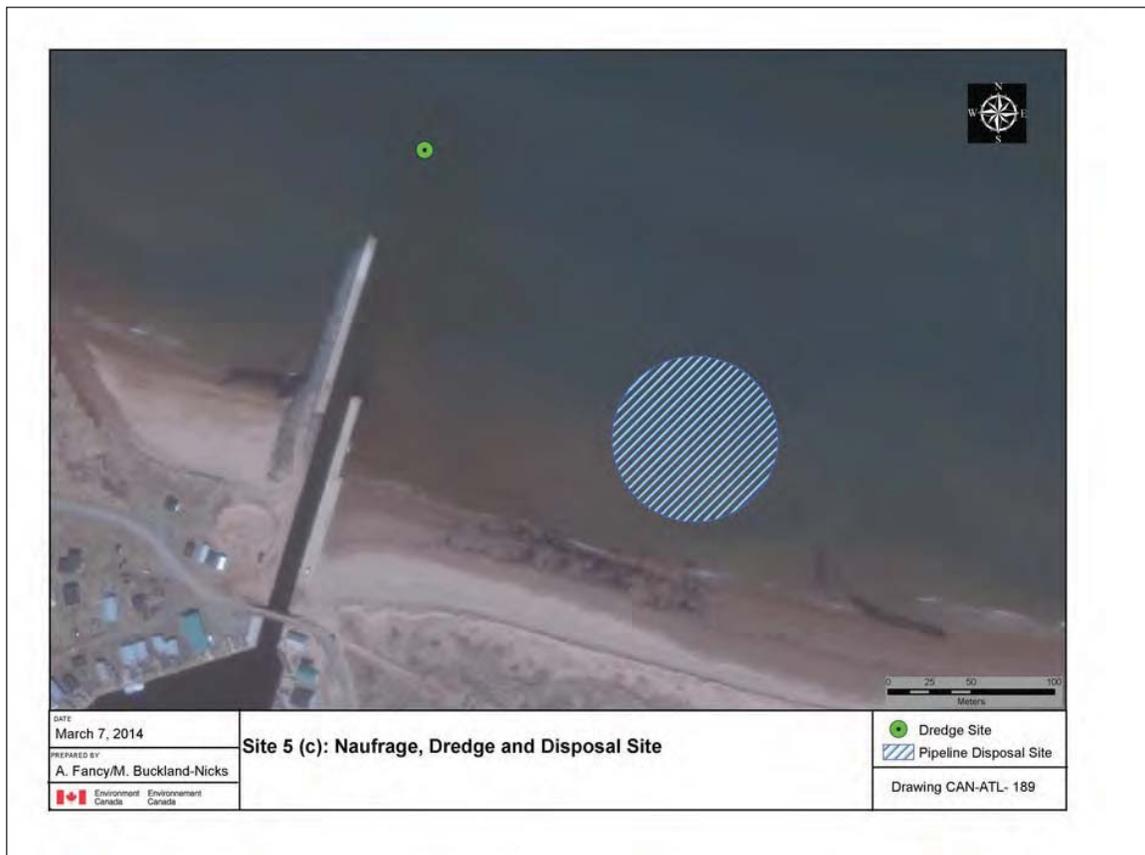
EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Piping Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name North Lake
 Site Code CAN-ATL-360

RELATED HARBOUR OR CHANNEL

Site Name North Lake Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

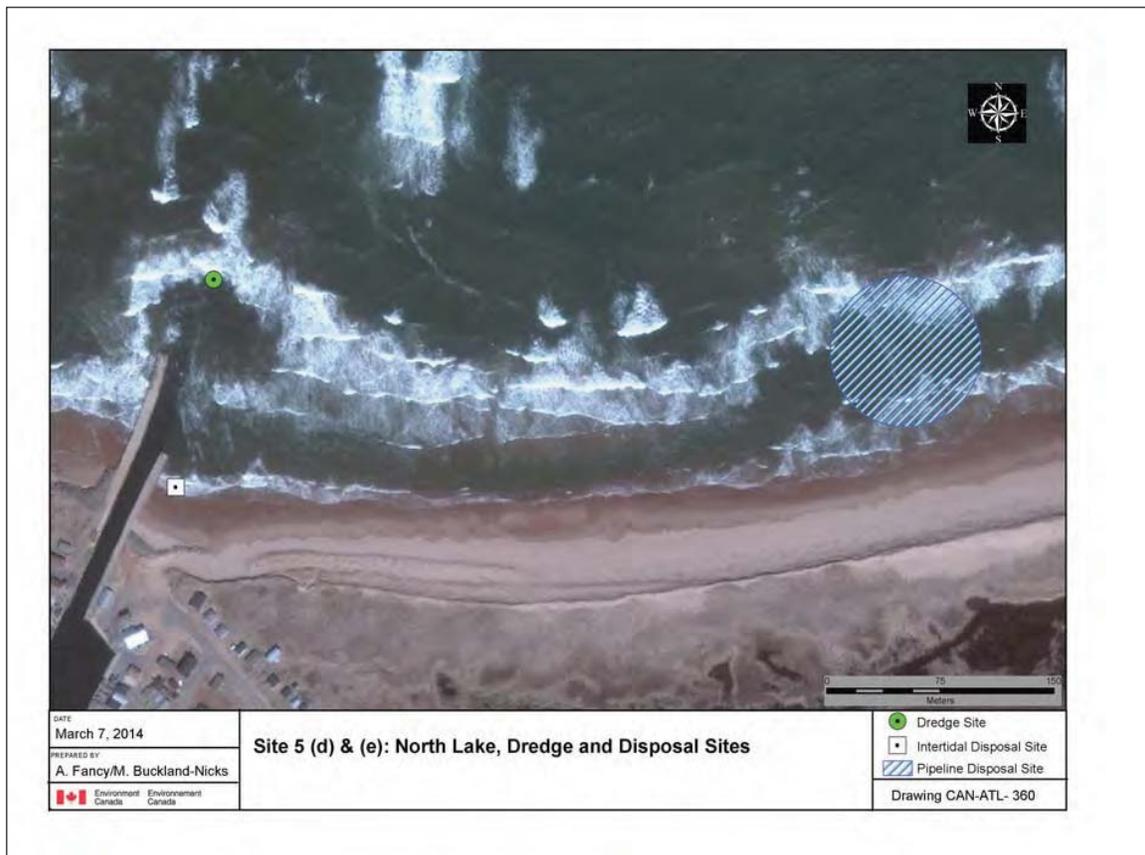
EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project except the Intertidal Disposal Site.
2. For the Intertidal Disposal Site: the existing access road shall be used to access the beach.
3. For the Intertidal Disposal Site: dredged material shall be placed and reworked to lie below the mid-tide line.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Savage Harbour

 Site Code CAN-ATL-550

RELATED HARBOUR OR CHANNEL

Site Name Savage Harbour

 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Piping Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name St Peter's Bay
 Site Code CAN-ATL-514

RELATED HARBOUR OR CHANNEL

Site Name Red Head Harbour
 Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

10,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
 Barge-mounted Excavator
 Land-based Heavy Equipment

REQUIRED MITIGATION
 (see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
 Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Piping Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.

DISPOSAL SITE MANAGEMENT SUMMARY

DISPOSAL SITE

Site Name Tracadie Harbour

Site Code CAN-ATL-213

RELATED HARBOUR OR CHANNEL

Site Name Tracadie Harbour

Site User PWGSC, Charlottetown

ANNUAL QUANTITY RESTRICTION

17,000 m³ place measure

SITE WITHIN 300 m of CRITICAL HABITAT

EQUIPMENT RESTRICTIONS

Suction Dredge
Barge-mounted Excavator
Land-based Heavy Equipment

REQUIRED MITIGATION
(see page 2)

SITE MOBILIZATION NOTIFICATIONS

Standard
Parks Canada Agency



Standard Mitigation

1. Bulky debris such as wooden beams, scrap metal, cable, and fishing gear recovered during dredging operations shall not be returned to the marine environment.
2. Food scraps and all vessel related solid wastes shall not be released to the marine environment.
3. Basic petroleum spill clean-up equipment, e.g., a 250 L oil spill clean-up kit, shall be stored on-site and available for use during dredging operations.

Additional Mitigation

1. Dredge crews, dredging related vehicles or other dredging related equipment shall not access beaches, sand spits, dunes, mud flats, or sand flats during any stage of the project.
2. The pipeline discharge location shall be situated below the low-low water mark at all times.
3. Piping Plover presence or absence shall be confirmed by the Island Nature Trust prior to initiating the dredging activities. If annual surveys have not yet commenced, the prior year's data shall be used and later updated as more current information becomes available. If plovers are present, the contractor shall be given written notification of their presence; a summary of the legal protection provided to the plovers; and a description of the penalties for violating relevant prohibitions under the *Migratory Bird Convention Act* or the *Species at Risk Act*. A copy of the notification shall be forwarded by email to DisposalatSeaATL@ec.gc.ca.
4. Tracadie Site B: Annual volume placed shall not exceed 2 000 m³ place measure.
5. Tracadie Site C: Annual volume placed shall not exceed 15 000 m³ place measure.