



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

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

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

TPSGC-PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> Dragage Entretien Ports Gaspésie	
<b>Solicitation No. - N° de l'invitation</b> F3731-180061/A	<b>Date</b> 2018-11-26
<b>Client Reference No. - N° de référence du client</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCM-008-17552	
<b>File No. - N° de dossier</b> QCM-8-41179 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-01-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rochette, Jean	<b>Buyer Id - Id de l'acheteur</b> qcm008
<b>Telephone No. - N° de téléphone</b> (418) 649-2834 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Dragage D'entretien - Ports pour petits bateaux Divers Havres de pêche commerciale Gaspésie Québec Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

## INVITATION TO TENDER

**Title: MAINTENANCE DREDGING GASPÉ 2019 - 2021**

### IMPORTANT NOTICE TO BIDDERS

#### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

##### Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

#### DREDGES AND OTHER FLOATING EQUIPMENT

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

#### INSURANCE TERMS

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

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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)**

The following GI's are included by reference and are available at the following Web Site

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

GI01	Integrity Provisions - Bid
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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2018-06-21)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [jean.rochette@tpsgc-pwgsc.gc.ca](mailto:jean.rochette@tpsgc-pwgsc.gc.ca) Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 SITE VISIT**

Not applicable

### **SI04 REVISION OF BID**

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

### **SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling number 418-649-2888.

## **SI06 INSUFFICIENT FUNDING**

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

## **SI07 BID VALIDITY PERIOD**

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

## **SI08 CONSTRUCTION DOCUMENTS**

Not applicable

## **SI09 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

Not applicable

## **SI10 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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

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

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

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

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

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## SI11 FINANCIAL BID

The total amount of the bid excludes taxes.

## SI12 BID MANDATORY REQUIREMENTS

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

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

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

<b>Mandatory requirements at bid closing</b> <b>Mandatory documents <u>to be supplied with</u> the bid</b>	
<b>If any of the following documents relative to criteria 1.1 to 1.5 is missing at bid closing, the bid will be deemed non-responsive.</b>	
	<i>Reference</i>
<b>1.1</b> Bidders shall complete the <u>Combined Price Table</u> .	Appendix 1 herein

<p><b>1.2 Bid security, in accordance with GI08 BID SECURITY REQUIREMENTS of the General Instructions to Bidders (R2710T).</b></p>	<ul style="list-style-type: none"> <li>• Clause GI08 of General Instructions to Bidders, R2710T</li> <li>• Clauses BA04 and BA07 of the Bid and Acceptance Form</li> <li>• See the bid bond form at the following Internet link: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/11</a></li> </ul>
<p><b>1.3 In order to comply with clause GI06, Registry and Pre-qualification of Floating Plant, of the General Instructions to bidders no R2710T:</b></p>	
<p><b>1.3.1 Submit a bid on the basis that <u>the dredges or other floating plant to be used for the work are registered in Canada.</u></b></p> <p>Bidders shall identify <b>the dredge(s) and other floating plant, (scows, tug(s) and supply vessel(s) and support equipment)</b>, that will be used by filling out <b>Appendix 5</b> and shall provide it with the bid.</p> <p>If necessary, bidders shall be able to demonstrate, within 48 hours of receipt of Canada's written request, that the dredges or floating plant are registered in Canada.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Appendix 5 herein</li> </ul>
<p><b>1.3.2 Append to its bid a copy of the <u>certificate of qualification issued by Industry Canada if the dredge(s) or other floating plant to be used for the work IS NOT (ARE NOT) MANUFACTURED IN CANADA.</u></b></p> <p>If at bid closing this certificate is not appended to the bid for any of the dredges or equipment not manufactured in Canada indicated in Appendix 5, the bid will be deemed <u>non-responsive</u>.</p> <p>See Industry Canada certificate application in Annex 1.</p> <p>If the equipment is Canadian, no documentation must be provided for this criterion.</p>	<ul style="list-style-type: none"> <li>• Clause GI06 of General Instructions to Bidders, R2710T</li> <li>• Annex 1 herein</li> </ul>
<p><b>1.4 <u>Mandatory Specifications of the equipment</u></b></p> <p>Bidder shall take note that the dredging shall be executed with equipment stated in Article 2.1 from section 35 20 24 of the specifications.</p> <p>Bidder shall provide a description of the dredge(s) and dump scows to be used to do the work, which will allow Canada to verify if the proposed floating plants are compliant with specifications requirements. Include in <b>Appendix 5</b> the information on the dredge(s) and dump scows used.</p> <p>Failure to identify the dredge(s) and dump scows or to attach Appendix 5 to the bid shall make the bid <u>non-responsive</u>.</p>	<ul style="list-style-type: none"> <li>• Article 2.1 from section 35 20 23 of the specifications</li> <li>• Appendix 5 herein</li> </ul>
<p><b>1.6 <u>Positionning system</u></b></p> <p>The bidder shall describe the positionning system that be used to performed the work.</p>	<ul style="list-style-type: none"> <li>• Appendix 6 to this Invitation to Tender</li> </ul>



## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

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

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

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

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

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

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of \$ 50,000,000.00. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph 2 below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (d) Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:

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

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

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

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

## **SC03 FLOATING EQUIPMENT REPLACEMENT DURING THE CONTRACT TERM**

Should the Contractor replace either one or the other of its floating equipment during the contract term, the Contractor shall notify the Departmental Representative for his approval an equipment replacement request at least 15 days prior to the use of the new floating equipment. The replacement floating equipment shall meet all the mandatory requirements before being brought into service.

#### SC04 FUEL PRICE ADJUSTMENT

1. The Contract will be amended at the end of each dredging year to reflect an increase or a decrease, compared with the benchmark price, in the cost of the fuel used for the work in the Contract.
2. The fuel price adjustment will be based on the volume of dredged material for which payment has been made. Canada will apply a factor of 14% to the unit cost per m<sup>3</sup> for the cost of fuel needed to perform the dredging work.
3. There will be no fuel price adjustment for mobilization or demobilization.
4. Price variation will be determined according to the average price for Quebec City posted in the "Furn No.2" category under the heading "Canadian Unbranded Rack Price" on the Bloomberg Oil Buyers Guide Web site. For the purposes of this contract, the benchmark price is the one published on November 16, 2018.
5. Price adjustment formula:
  - a) Legend:
    - PA: price adjustment
    - DF: price on the date work starts at the beginning of a given dredging period in compliance with Article 4 of this clause
    - BEN: benchmark price in compliance with Article 4 of this clause
    - UP: unit price per m<sup>3</sup> according to the item featured in the unit price table
    - PV: paid volume according to the item featured in the unit price table
  - b) Calculation of price variation:
$$PA = (DF - BEN) / BEN \times UP \times PV \times 14\%$$

Note 1: The fuel price adjustment formula will be calculated separately for each dredging period and for each item for which a unit cost per m<sup>3</sup> is featured in the unit price table.

Note 2: PA could be positive or negative. As a result, the annual portion of the contract will be adjusted upwards or downwards as required.
6. Although the price variation is calculated for each dredging period and for items with a unit cost per m<sup>3</sup>, only one annual adjustment shall be made. It should appear on the final Request for Payment form for the dredging year and will be considered to be an amendment to the contract.

#### SC05 PRICE JUSTIFICATION

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

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

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Maintenance dredging of various fishing harbor in the Gaspésie peninsula, QC  
Solicitation no: F3731-180061/A

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

### BA03 THE OFFER

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

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### BA06 CONSTRUCTION TIME

The contract includes the dredging seasons 2019, 2020 and 2021. The Contractor shall begin the dredging work, by March 15 for each dredging season. If at this period the harbours are still iced in, dredging will begin as soon as local navigation resumes. The Contractor shall complete the work before March 14 of the following year.

### BA07 BID SECURITY

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

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 1 - COMBINED PRICE FORM**

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**UNIT PRICE TABLE**

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

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

**1. BASE WORK**

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
<b>BASE WORK 2019</b>						
19.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
19.1B	35 20 23	Mobilization B	kilometer	350	_____ \$	_____ \$
19.2	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	6 500	_____ \$	_____ \$
19.3	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	25 000	_____ \$	_____ \$
19.4	35 20 23	Removal of debris or obstructions	hour	20	_____ \$	_____ \$
19.5	35 20 23	Buoy(s) installation requested by the Departmental Representative	hour	50	_____ \$	_____ \$
19.6	35 20 23	De-icing equipment during spring operation	hour	50	_____ \$	_____ \$
<b>BASE WORK 2020</b>						
20.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
20.1B	35 20 23	Mobilization B	kilometer	350	_____ \$	_____ \$
20.2	35 20 23	Dredging (excavation)	m <sup>3</sup> pm	6 500	_____ \$	_____ \$
20.3	35 20 23	Disposal (at sea)	m <sup>3</sup> pm-km	25 000	_____ \$	_____ \$

20.4	35 20 23	Removal of debris or obstructions	hour	20	_____ \$	_____ \$
20.5	35 20 23	Buoy(s) installation requested by the Departmental Representative	hour	50	_____ \$	_____ \$
20.6	35 20 23	De-icing equipment during spring operation	hour	50	_____ \$	_____ \$
<b>BASE WORK 2021</b>						
21.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
21.1B	35 20 23	Mobilization B	kilometer	350	_____ \$	_____ \$
21.2	35 20 23	Dredging (excavation)	m³pm	6 500	_____ \$	_____ \$
21.3	35 20 23	Disposal (at sea)	m³pm-km	25 000	_____ \$	_____ \$
21.4	35 20 23	Removal of debris or obstructions	hour	20	_____ \$	_____ \$
21.5	35 20 23	Buoy(s) installation requested by the Departmental Representative	hour	50	_____ \$	_____ \$
21.6	35 20 23	De-icing equipment during spring operation	hour	50	_____ \$	_____ \$
<b>TOTAL BASE WORK EXTENDED AMOUNT (TBA)</b> Excluding GST and QST						_____ \$

**2. OPTIONAL WORK (Unfunded options)**

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit (PU) Excluding GST and QST	Extended amount (EQ x PU) Excluding GST and QST
<b>OPTIONAL WORK 2022</b>						
22.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
22.1B	35 20 23	Mobilization B	kilometer	350	_____ \$	_____ \$
22.2	35 20 23	Dredging (excavation)	m³pm	6 500	_____ \$	_____ \$
22.3	35 20 23	Disposal (at sea)	m³pm-km	25 000	_____ \$	_____ \$
22.4	35 20 23	Removal of debris or obstructions	hour	20	_____ \$	_____ \$
22.5	35 20 23	Buoy(s) installation requested by the Departmental Representative	hour	50	_____ \$	_____ \$
22.6	35 20 23	De-icing equipment during spring operation	hour	50	_____ \$	_____ \$

OPTIONAL WORK 2023						
23.1A	35 20 23	Mobilization A	lot	1	_____ \$	_____ \$
23.1B	35 20 23	Mobilization B	kilometer	350	_____ \$	_____ \$
23.2	35 20 23	Dredging (excavation)	m³pm	6 500	_____ \$	_____ \$
23.3	35 20 23	Disposal (at sea)	m³pm-km	25 000	_____ \$	_____ \$
23.4	35 20 23	Removal of debris or obstructions	hour	20	_____ \$	_____ \$
23.5	35 20 23	Buoy(s) installation requested by the Departmental Representative	hour	50	_____ \$	_____ \$
23.6	35 20 23	De-icing equipment during spring operation	hour	50	_____ \$	_____ \$
<b>TOTAL OPTIONAL WORK EXTENDED AMOUNT (TOA)</b> Excluding GST and QST						_____ \$

**TOTAL BID AMOUNT**

<b>TOTAL BID AMOUNT FOR EVALUATION PURPOSE (TBA + TOA)</b> Excluding GST and QST	_____ \$
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## APPENDIX 3 - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

## APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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. 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. 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](http://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 on page 2 of 2 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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* 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.*

## Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

*Note: The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex 3*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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## APPENDIX 5 - FLOATING PLANT DESCRIPTION

### Dredges and Other Floating Equipments

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

#### DREDGE (S)

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

Appendix 5 (continued)

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

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

**TUG (S)**

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

**SUPPLY VESSELS AND OTHERS FLOATING EQUIPMENT**

Name	Registration number	Purpose	Draft (m)	Manufacturing Place *

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

## Appendix 5 (continued)

### **CERTIFICATE OF QUALIFICATION**

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

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

M. Phil Mickle  
Phone: (613) 617-1860  
E-mail: phil.mickle@canada.ca

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

## APPENDIX 6 - POSITIONING SYSTEM DESCRIPTION

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Corporate Seal*

**ANNEX 2 - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)**CERTIFICATE OF INSURANCE**

Page 1 of 2

Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

Description and Location of Work	Contract No. F3731-180061/001/QCM
Maintenance dredging of various fishing harbor in the Gaspésie peninsula, QC	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	Limits of Liability		
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
<b>Marine Liability</b>				\$		

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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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.

### **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.

### **ANNEX 3 - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*(This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

<b>Number of apprentices hired</b>	<b>Trade</b>

**VARIOUS SITES IN GASPESIA**  
Riding: Gaspésie – Îles-de-la-Madeleine

Maintenance Dredging by Floating Equipment (2019-2024)

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<b><u>DIVISIONS</u></b>	<b><u>SECTIONS</u></b>	<b><u>NUMBER OF PAGES</u></b>
<b><u>DIVISION 01</u></b>	<b>General Requirements</b>	
	01 11 11 Work Description	8
	01 33 00 Submittal Procedures	2
	01 35 30(D) Health and Safety Requirements – Dredging	6
	01 35 43 Environmental Procedures	7
	01 52 00 Construction Facilities	1
	01 74 21 Management and Disposal of Construction/Demolition Waste	3
<b><u>DIVISION 35</u></b>	<b>Waterway and Marine Construction</b>	
	35 20 23 Dredging	16
<b><u>APPENDICES</u></b>		
Appendix 1	Specific Information on Sites	4
Appendix 2	Allowable Distances between Sites	1
Appendix 3	Disposal (m <sup>3</sup> mp-km)	1
Appendix 4	Dredging Program Forecast	1
Appendix 5	Dumping Permit (example)	5
Appendix 6	Loading and Dumping Register	1
Appendix 7	Example of ASCII Computer File (Bathymetric Data – x, y, z)	1
Appendix 8	Environmental Monitoring	6

**END OF SECTION**

## **Part 1        General**

### **1.1        RELATED SECTIONS**

- .1        Section 35 20 23 – Dredging.

### **1.2        WORK COVERED BY CONTRACT DOCUMENTS**

- .1        The work involves dredging different fishing harbors in Gaspésie. The total volume to be dredged annually for the four sites targeted for annual maintenance dredging is approximately 6,500 m<sup>3</sup>mp. The dredging shall be carried out by floating equipment (grab dredge, excavator, bucket drag) and transportation of dredged material to Environment Canada approved disposal sites within a maximum radius of one (1) and (5). ) kilometers depending on the dredging site.

As an indication, the materials to be dredged consist mainly of sand at the various sites with the possibility of gravel at the L'Anse-à-Brillant site.

- .2        The dredged material must be disposed of at the various disposal sites provided for this purpose and as indicated on the dredging jigs (see Appendix 1) and disposal permits (see Appendix 5) or as directed by the Representative. from the Department in the case of a land disposition with reclamation of dredged material.
- .3        The Contractor shall perform the work according to the dates indicated in the contractual documents and according to the environmental restrictions in force for each site.
- .4        The Contractor's dredging equipment must be returned to the first dredging site and ready to commence work on March 15 for each year of exercise of this contract. In the event that the harbors are still frozen during this period, the dredging will begin as soon as local navigation resumes. When possible, the Contractor will be able to evacuate the ice so that work can begin more quickly.
- .5        The Contractor's dredging equipment must be available for the entire duration of the contract. The Contractor's dredging equipment must be mobilized within seven (7) calendar days following the transmission of the request of the Departmental Representative in urgent dredging circumstances in order to restore safe navigation conditions to users.
- .6        The Contractor shall provide the equipment, equipment and personnel required to perform the work in accordance with the specifications specified in the specifications and the parameters of the dredging jigs. Depending on the progress of the work, provide for the possibility of having to provide the required work crews to maintain a continuous daily production (see section 35-20-23, section 3.6).

**1.3 CONTRACT TYPE**

- .1 The works must be the subject of a construction contract with flat rates and unit rates.
- .2 Relationships and responsibilities between the Contractor and sub-contractors designated by the Owner shall be in accordance with the terms of the contract. In addition, designated subcontractors must:
  - .1 provide Contractor with sureties for subcontracting work and associated payment warranties.
  - .2 purchase and maintain liability insurance to protect the Contractor and the Departmental Representative against potential claims, at least up to the minimum liability insurance coverage that the Contractor is required to provide.

**1.4 WORK BY OTHERS**

- .1 Work collaboratively with other contractors and carry out instructions from the Departmental Representative.
- .2 Coordinate with other contractors If the performance or outcome of any part of the Work under this Contract is dependent on the work of another Contractor, promptly report, in writing, to the Departmental Representative any deficiencies or deficiencies that may affect the Contractor's work. to the good execution of the works.
- .3 The description of the work included in the project must include, clearly stated in the Contractual Documents, provisions for coordinating work for the following main batches.
  - .1 Article 1A: Mobilization A
  - .2 Article 1B: Mobilization B
  - .3 Article 2: Mechanical Dredging
  - .4 Article 3: Evacuation (immersion at sea)
  - .5 Article 4: Removal of debris or clutter
  - .6 Article 5: Installation buoy (s) at the request of the Departmental Representative.
  - .7 Section 6: Spring Icebreaking Facilities for Harbors

**1.5 WORK TO COME**

- .1 Not applicable N/O

**1.6 WORK EXECUTION ORDER**

- .1 Execute work in stages, so that users can use the site continuously during the work.
- .2 Coordinate work schedule based on user occupancy during construction].
- .3 Execute work in stages to allow for continuous public use of the premises. Maintain public access to the premises as long as the progress of the work precludes providing an alternative.
- .4 Maintain access for fire fighting purposes; also provide for the means of fighting against fire.

## 1.7 CONTRACTOR USE OF PREMISES

- .1 The Contractor may use the work location until the work is completed.
- .2 The Contractor shall limit its use of premises for work and for access to allow for:
  - .1 Use of the site by the Department.
  - .2 Public usage.
  - .3 Mariners' usage.
- .3 Coordinate use of premises under direction of Departmental Representative.
- .4 The Contractor shall take all necessary action and safety precautions to protect persons, property and structures from accident or damage in the course of the work.
- .5 The Contractor shall carry out the work in such a way as not to interfere with normal use or activities or to compromise the safety of users.
- .6 The Contractor must make every possible effort to ensure the safety of all vessel crossings. The contractor must Communicate properly with Marine Communications and Traffic Services (MCTS) at all times.
- .7 The Contractor shall perform all work needed to ensure the continuity of existing services and allow authorized persons and vehicles to access the property.
- .8 In the event that moorage charges are required by the local port authority during the dredging period, these costs will be reimbursed to the Contractor upon submission of detailed invoices. The maximum payable by the Department will be calculated based on:
  - 1. The arrival of dredging equipment no more than one (1) week before the start of work;
  - 2. The duration of the dredging works;
  - 3. Departure of dredging equipment no more than one (1) week after the completion of the work.



- .9 List of Harbors in Gaspésie, Quebec for the duration of the contract:

**Annually dredged sites :**

- Saint-Godefroi
- Port-Daniel Est
- L'Anse-à-Brillant
- L'Anse-à-Beaufils

**Sites that can be added during the contract period (non-regular) :**

- Ste-Thérèse-de-Gaspé
- Gascons Ruisseau-Chapados
- Bonaventure
- Newport
- Cloridorme
- Tourelles
- Cap-Chat
- Les Méchins
- Rivière-au-Renard
- Sainte-Anne-des-Monts

- .10 Site Additions and Deletions

.1 Additions

The Department reserves the right to add sites for supplementary dredging in Gaspesia.

.2 Deletions

The Department may remove any site not required and the Contractor will not be entitled to payment for any item pertaining to the site provided that the Departmental Representative notifies the Contractor in writing before the Contractor commences mobilization to the site.

**1.8 OCCUPANCY BY THE DEPARTMENTAL REPRESENTATIVE**

- .1 Not applicable N/O

**1.9 PARTIAL OCCUPANCY BY THE DEPARTMENTAL REPRESENTATIVE**

- .1 Not applicable N/O

**1.10 PRODUCTS ORDERED IN ADVANCE AND / OR WORK ORDERED PRIOR TO BID SUBMISSIONS**

- .1 Not applicable N/O

**1.11 MATERIAL PURCHASED IN ADVANCE**

- .1 Not applicable N/O

**1.12 ELEMENTS PROVIDED**

- .1 Contractor's Responsibilities
- .1 Arrange for the submission of shop drawings, data sheets, samples, manufacturers instructions and certificates to the Departmental Representative.
  - .2 Submit nomenclature of materials and materials ordered, if required, to Departmental Representative.
  - .3 Arrange for these materials and materials to be delivered to site in accordance with the work schedule and to pay for them.
  - .4 Verify materials and materials in collaboration with Departmental Representative at time of delivery.
  - .5 Submit, if applicable, claims for damage caused during transport.
  - .6 Arrange for replacement of damaged, defective or missing items.
  - .7 Make the necessary arrangements for services provided on site by the manufacturer. Also make arrangements to obtain manufacturer's warranties and guarantees and to forward them to the Departmental Representative.
- .2 Responsibilities of the Departmental Representative
- .1 Designate, for the purposes of the work schedule, the documents and samples to be submitted and the delivery date of each product.
  - .2 Review shop drawings, data sheets, samples and other documents to be submitted. Report to the Contractor any discrepancies observed or anticipated problems due to nonconformity with the requirements of the Contract Documents.
  - .3 Inspect products upon delivery, in collaboration with the Contractor, and take note of missing, damaged or defective items

.3 List of items provided by Departmental Representative for each site

- .1 Dredge template;
- .2 Transport Canada Authorization - Protection of Navigation;
- .3 Immersion permit;
- .4 Characterization report of the materials to be dredged;
- .5 Environmental Effects Assessment Report
- .6 Environmental Monitoring Sheet

**1.13 AMENDMENTS, ADDITIONS OR REPAIRS TO THE EXISTING BUILDING**

- .1 Not applicable N/O

**1.14 EXISTING UTILITIES SERVICES**

- .1 Before interrupting utility services, notify the Departmental Representative and the utilities concerned, and obtain the necessary authorizations.
- .2 If existing utility lines or connections to these lines are to be routed, give the Departmental Representative 48 hours prior notice before the scheduled interruption of electrical or mechanical services. Ensure that the duration of interruptions is as short as possible. Execute work at the times determined by the competent local authorities, with the least possible interference in the activities of the harbors.
- .3 Provide alternative routes for the movement of users and vehicles.
- .4 Before commencing work, define the extent and location of utility lines in the work area and inform the Departmental Representative.
- .5 Submit for approval by Departmental Representative a schedule for the shutdown or closure of active facilities or works, including interruption of communications services or power supply. Respect the approved schedule and inform the parties affected by these disadvantages.
- .6 Provide temporary utility services as directed by Departmental Representative to maintain critical building and tenant systems.
- .7 Install walkways for trench crossing to maintain normal pedestrian and vehicular traffic.

- .8 When unlisted utility lines are discovered, immediately inform the Departmental Representative and record them in writing.
- .9 Protect, move or maintain functional utility lines. If non-functional pipelines are discovered during the works, seal them in a manner authorized by the competent authorities.
- .10 Record the location of utility pipelines that are maintained, relocated or abandoned.

#### **1.14 REQUIRED DOCUMENTS**

- .1 Maintain on site a copy of each of the following documents.
  - .1 Dredging templates.
  - .2 Estimate.
  - .3 Addenda.
  - .4 Health and Safety Plan and other security related documents.
  - .5 Transport Canada Authorization - Protection of Navigation.
  - .6 Disposal at sea permit.
  - .7 Sea disposal register.
  - .8 Environmental Monitoring Sheet.
  - .9 Characterization report of the materials to be dredged.
  - .10 Environmental Effects Assessment Report

## **2 Products**

### **2.1 NOT USED**

- .1 Not applicable.

## **Part 3 Execution**

### **3.1 NOT USED**

- .1 Not applicable.

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**END OF SECTION**

**Part 1        General****1.1            REFERENCES**

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

**1.2            ADMINISTRATIVE**

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

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- .4 Identification and quantity of each document.
- .5 Other pertinent data.

- .11 The Departmental Representative will provide the Contractor with copies of dumping permits issued for each of the sites where the disposal is necessary. The Contractor shall display the license on the equipment used for this purpose.
- .12 The Contractor shall complete a register of immersion for each site where the dumping of materials is permitted. The Contractor shall submit the original copies of immersion registers as soon as the work has ended.

### **1.3 CERTIFICATES AND TRANSCRIPTS**

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

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not applicable.

## **Part 3 Execution**

### **3.1 NOT USED**

- .1 Not applicable.

**END OF SECTION**

## **Part 1        General**

### **1.1        SECTION INCLUDES**

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

### **1.2        REFERENCES**

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

### **1.3        SUBMITTALS**

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



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

#### **1.4 SAFETY ASSESSMENT**

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

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

## **1.5 MEETINGS**

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

## **1.6 REGULATORY REQUIREMENTS**

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

## **1.7 PROJECT/SITE CONDITIONS**

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

## **1.8 SAFETY AND HEALTH MANAGEMENT**

- .1 The Contractor shall acknowledge and assume all the tasks and obligations which customarily fall upon the principal Contractor and the employer under the terms of Occupational Health and Safety legislation applicable to the Contractor.
- .2 The Contractor shall develop a construction site/workplace-specific safety program based on the hazards identified and apply it from the start of project work until close-out is completed.

The safety program must take into account all information appearing in 1.7 – Project/Site Conditions and must be submitted to all parties concerned in accordance with the provisions set forth in 1.3 - Submittals. At a minimum, the construction site/workplace-specific safety program must include:

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

## **1.9 RESPONSIBILITY**

- .1 Regardless of the size of the construction site/workplace or the number of workers at the site, the Contractor shall designate a competent person to supervise and take responsibility for health and safety. Take all necessary measures to ensure the health and safety of persons and property at or in the immediate vicinity of the construction site/workplace and likely to be affected by any of the work.
- .2 Take all necessary measures to ensure application of and compliance with the safety and health requirements of the contract documents and contractor's applicable federal and provincial regulations and standards as well as the construction site/workplace-specific safety program, complying without delay with any order or correction notice issued by an inspector.

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

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

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

#### **1.11 UNFORESEEN CIRCUMSTANCES**

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

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

- .1 Inspect the construction site/workplace and complete the construction site/workplace inspection sheet at least once a week.
- .2 Immediately take all necessary measures to correct any deviations from legislative or regulatory requirements or hazards identified by a government inspector, by the Departmental

Representative, by the construction site/workplace safety and health co-ordinator of PWGSC or during routine inspections.

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

### **1.13 BLASTING**

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

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not applicable.

## **Part 3 Execution**

### **3.1 NOT USED**

- .1 Not applicable.

**END OF SECTION**

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

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

**1.2        FIRES**

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

**1.3        DISPOSAL OF WASTE**

- .1        Separately dispose of non-recyclable and recyclable residual materials.
- .2        Dispose of all waste and residual materials in accordance with current regulations and ensure that no residual material is burned, buried or submerged on site.
- .3        Manage the residual materials (dangerous or not) according to the laws and regulations in force. They can not be disposed of in waterways, storm sewers or sanitary sewers.
- .4        Identify (or develop) an area for the temporary storage of hydrocarbons or other hazardous materials, refueling and general maintenance of machinery at a minimum distance of 30 m from shore, drainage ditches and water courses. 'water. The toxic substances used, such as oil and gasoline, must be handled with care, according to the laws and regulations in force.
- .5        Store and dispose of used oil and garbage arising from the use and maintenance of machinery in accordance with applicable provincial regulations. se machinery in good working order (regular maintenance), clean, free of leaks, and stop engines when not in use, whenever possible. Regularly inspect the machinery during the work.

**1.4        POLLUTION CONTROL**

- .1        Use machinery in good working order (regular maintenance), clean, free of leaks, and stop engines when not in use, whenever possible. Regularly inspect the machinery during the work.
- .2        Prevent fine materials and other extraneous material from contaminating the air beyond the work site.
- .3        Have at all times on the site of work a complete emergency response kit in order to be able to contain a spill. Ensure that a quantity of containment and cleaning materials (water repellant and oil-absorbent and waterproof, polyethylene, waterproof bags, leakproof containers,

shovels, gloves, leaks, etc.) proportional to the scale of the project are available on site permanently and easily accessible.

- .4 In the event of an accidental spill, the appropriate emergency measures will be immediately put into operation and the following organizations will be contacted immediately: Environment Canada: 1-866-283-2333, Canadian Coast Guard: 1-800-363- 4735 and Urgence-Environnement du Québec: 1-866-694-5454. The Site Supervisor and the DFO-SCH representative will also be notified..5 Store and dispose of used oil and garbage arising from the use and maintenance of machinery in accordance with applicable provincial regulations.
- .5 In case of an accidental spill in the aquatic environment, the contaminated water will be confined and recovered by a specialized firm and sent to a treatment center approved by the MDDELCC.
- .6 In the event of a land spill, the oil will have to be recovered and the contaminated soil disposed in accordance with the regulations in force. An environmental characterization of the soil must be carried out by a specialized firm to demonstrate the restoration of the site.
- .7 In the event of an accident, breakage of equipment or other event causing a spill of toxic substances, the breakage will be repaired immediately. The affected area contaminated with toxic substances will be contained and cleaned.
- .8 The Contractor shall also have at his disposal on the dredge, a kit for the control of spillage. This kit must be of the "Quatrex Q Ultra 75" type or equivalent. The Contractor shall use the kit in the event of an oil spill and implement article 1.4.4 of this section.
- .9 With respect to the transportation, handling and storage of dangerous goods on board craft, the Contractor shall comply with the Canada Shipping Act and all regulations resulting therefrom.
- .10 Do not dispose of cuttings, waste materials or debris in waterways.
- .11 Do not store petroleum products or other hazardous materials within 30 meters of shore.
- .12 Perform vehicle maintenance and refueling at a minimum distance of 30 meters from shore.
- .13 Advocate the use of floating equipment using a specially designed biodegradable vegetable oil.
- .14 At the work site, a work area, within which equipment and machinery remain at all times, is determined.
- .15 Ensure proper maintenance of noisy equipment and condition of machinery silencers.
- .16 Limit the movement of heavy machinery and the storage of materials to previously defined circulation, work and storage areas.

- .17 Optimize the movement of machinery.
- .18 For proper management of the environmental aspects related to the dredging, the Contractor must take into consideration the elements raised in the example of environmental monitoring sheet provided in Appendix 8 of this specification.
- .19 Develop an emergency response plan and ensure its immediate application in the event of a spill.

## **1.5 INVASIVE SPECIES**

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



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

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

- .1 Certain areas within dredged areas may have contaminant concentrations that prevent either dredging or submerging of sediments at sea. The Contractor shall not intervene within the boundaries defined as "zones". exclusion without the written approval of the Departmental Representative. Exclusion zones are shown on approved dredging templates for each site.
- .2 Exclusion zones are established from the characterization of sediments made on a regular basis. As the exclusion zones may vary from one year to the next, the Contractor will have to check the dredging templates every year prior to the start of the work.
- .3 When dredging is carried out at the edge or within the exclusion zone, clearly identify the exclusion zone and make the dredge operator aware of this zone in order to limit the loss of material during the exclusion zone. dredging.
- .4 When dredging the exclusion zone, install a containment curtain to prevent the spread of suspended solids and the dispersion of contaminants outside the dredged area. Deploy the curtain to limit the trapping of fish inside the enclosure. Remove the curtain at least 24 hours after the end of the dredging.
- .5 Manage contaminated sediments dredged according to the Excavated Soil Management Grid (Appendix 5) of the Intervention Guide: Soil Protection and Contaminated Sites Remediation of the MDDELCC and the Regulation respecting the burial of contaminated soils (RSQ Q-2). , r., 6.01) and forward them to an authorized center, when required.
- .6 Ensure disposal site is authorized to accept excavated material at identified level of contamination.

## **1.7 PROTECTION OF AQUATIC LIFE**

- .1 If a marine mammal or leatherback approaches within 200 m of the barges or dredge, dredging or sediment loosening operations shall be discontinued and vessels shall maintain a stationary position until the animal has moved further than 200 m.

- .2 In the event that marine mammals or leatherbacks are found near barges or draggers, the use of any means of frightening animals should not be considered.
- .3 Following a work stoppage due to the presence of marine mammals or leatherbacks, resume work only when the observer has confirmed that the individuals have left the 200 m protection zone.
- .4 Complete the work for a maximum of 16 hours per day, to allow a recovery period of 8 continuous hours at night, without additional noise in the aquatic environment.

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not used

## **Part 3 Execution**

### **3.1 SEDIMENT DREDGING: TRANSPORT OF SEDIMENTS, BY OPEN-ENDED CHALAND, TO DIPPING SITES AT SEA AND IMMIGRATION AT SEA OF SEDIMENTS**

- .1 Educate operators of dredging equipment so as not to unnecessarily resuspend suspended sediments (contaminated or not) by making sudden movements or leveling the bottom by pivoting the bucket.
- .2 Immobilize barge prior to sediment release. Furthermore, it must be carried out as quickly as possible to maximize the entrainment phenomenon which contributes to ensuring a rapid descent of the materials in the form of a dense jet towards the bottom, while minimizing the resuspension.
- .3 When filling the barge, the bucket of the dredge shall be lowered as low as possible in the barge.
- .4 Mark the dredging zone and the disposal site at sea by placing buoys (if applicable).
- .5 Coordinate the movement of equipment between the dredging sites and the disposal site as much as possible in order to avoid blockage of the harbor access channel.
- .6 Suspend work when weather conditions are anticipated or occur (high winds, storm) to avoid dispersion of dredged or suspended material from the work area.
- .7 During dredging, if there is a large cloud of turbidity dispersing out of the work area, slow dredging activities or space dredging periods over time.

- .8 Ensure that the barge used to transport the cuttings is watertight and avoid overload to reduce the probability of overflow during transport.
- .9 In the case of suction dredging, regularly inspect the pipe (piping) for any possible problems in the routing of the sediment and maintain its watertightness at all times. Pipes used to transport dredged sediments must be watertight and visible on the surface of the water. If leaks are present along the pipe, immediately stop the dredging and repair the leak. A system for retaining fine particles from sediment drainage should be provided to avoid re-silting the harbor and to limit the growth of SS in the water.
- .10 In the event of mechanical dredging, select a cycle time that reduces the upward speed of the loaded excavator through the water column and use a tightest grab bucket or a mechanical dump drag.
- .11 Avoid double handling of dredged material.

### **3.2 TRANSHIPMENT AND TEMPORARY STORAGE IN THE EARTH OF SEDIMENTS**

- .1 Ensure, when transferring material dredged in a truck, that the opening of the bucket of the excavator takes place only when it is above the bucket of the truck. The bucket of the drag should be lowered as low as possible in the truck.
- .2 Contaminated dredged sediments managed at ground level will be placed in piles on waterproof tarpaulins and covered at all times during their storage.
- .3 Contaminated dredged sediment, if temporarily stored on the wharf or DFO lot, shall be contained in a watertight structure designed to recover drainage water from the sediment and filtered by membrane or other means, to retain fine particles and contaminants in the water. An adequate containment system, such as a filter medium around the dewatering area, should be provided to hold materials in the field. A filter medium can be made in particular using a concrete block and a geotextile barrier or a straw bale filter, set up in the dewatering area. This protection will prevent the transport of sediment to the harbor water and will keep the suspended material in the dewatering area.
- .4 Recover, at the end of the work, the materials that have been escaped during the loading of the trucks / transshipment.
- .5 Land-level dredged sediments should be stored above the total water level upper high tide (TWLUHT) limit.
- .6 Analyze and manage dewatering water according to environmental quality and standards. If water can not be returned to the natural environment, dispose of runoff that does not meet CCME criteria at an authorized site.
- .7 Do not re-use dredged sediments near a drinking water supply well and / or freshwater body because of their chloride content so as not to affect the use of the water table, with salts present in dredged sediments

**3.3 GROUND TRANSPORTATION**

- .1 Transport sediment soils in sealed containers or dump trucks covered with tarpaulin to limit dispersion of fine particles.
- .2 The circulation route is defined so as to take the path on which there are the fewest residences.
- .3 Comply with the Highway Safety Code, the current regulations regarding loading limits and speed limits.their storage.

**3.4 HEALTH AND SAFETY**

- .1 Ensure the safety of workers and the public by marking the work site and using protective barriers and adequate signage.
- .2 Maintain access to the harbor at all times.
- .3 Limit site access to duly authorized persons.
- .4 Give priority to work outside the peak fishing season.
- .5 Clean public roads, if necessary.
- .6 Communicate regularly with the Harbor Authority to coordinate work with port activities to reduce impacts on harbor users.storage.

**3.4 NAVIGATION**

- .1 Ensure that the conditions of approval contained in the Transport Canada authorization under the Transport Canada Navigation Protection Act are respected at all times.

**END OF SECTION**

**Part 1        General**

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

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

**1.2            PARKING ON-SITE**

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

**1.3            SANITARY FACILITIES**

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

**Part 2        Products**

**2.1            NOT USED**

- .1        Not applicable.

**Part 3        Execution**

**3.1            NOT USED**

- .1        Not applicable.

**END OF SECTION**

**Part 1 General****418.646 WASTE MANAGEMENT OBJECTIVES (Onshore Disposal)**

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

**1.2 DEFINITIONS**

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

**1.3 DISPOSAL OF WASTE**

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

**1.4 USE OF SITES AND FACILITIES**

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

**1.5 WORK SCHEDULE**

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

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

- .1 Not applicable.

## **Part 3      Execution**

### **3.1            CLEAN-UP**

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

### **3.2            RECLAMATION OF DREDGED MATERIALS**

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

The document shall:

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

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

GASPESIA

SECTION 01 74 21

DREDGING AT VARIOUS SITES

MANAGEMENT AND DISPOSAL OF CONSTRUCTION /

DEMOLITION WASTE

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

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

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

- .1 Principal government authorities on environmental issues

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

**END OF SECTION**



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

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

**1.2            MEASUREMENT PROCEDURES**

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

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

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

- .2 The dredging area is defined by side boundaries and depth levels shown on the plan. The dredging area includes ratio 3 to 1 horizontal-to-vertical side slopes as defined in paragraph 1.3.9 herein.
  - .3 Dredging shall be measured in cubic metres in place ( $m^3pm$ ). The volume shall be determined based on the bathymetric surveys carried out before and after complete dredging of the areas identified in the plans.
  - .4 Based on the pre-dredging soundings, the Departmental Representative reserves the right to modify the horizontal and/or vertical boundaries at any time in order to get as close as possible to the quantities estimated in the schedule of unit prices.
  - .5 Sweeping and levelling of the dredged areas are included in the unit price for dredging, as well as all equipment, tools, labour, etc. required to do the work.
  - .6 All operations that relate to the movement of dredging equipment within the limits of the harbor will be considered related to work and will not be a separate payment.
  - .7 Filling and sedimentation in areas where work is incomplete or in areas that were previously dredged may occur prior to acceptance. The Contractor is responsible for and must remove such material and complete the dredging of all areas indicated in the plans to the specified depth in order to obtain the Site Completion Certificate. Fill or sediment removed during dredging will not be measured separately for payment.
  - .8 The unit price shall also include all costs associated with dredging material under the grade and outside the dredging limit.
- .6 Item 3 – Unit Price: Evacuation - Immersion
- .1 The unit price submitted for disposal of dredged material shall correspond to the volume payable under Item 2 ( $m^3mp$ ) of the unit price table multiplied by the shortest navigable distance in kilometres (Appendix 1) between the dredging and authorized disposal sites.
  - .2 The disposal of dredged material shall take place in compliance with the guidelines of the ocean dumping permit (Appendix 5) and the other contract documents.
  - .3 In the case of a land base disposal, the distance of 1.0 km will be used for the calculation of the costs for disposal of dredged materials. The cost will be calculated by using the volume of Item No. 2 ( $m^3mp$ ) of the unit table multiplied by the distance in kilometers (km) navigable established at 1.0 kilometer between the dredging site and the temporarily land based disposal site allowed.

- .7 Item 4 – Unit Price : Removal of debris or obstructions:
- .1 The unit price for removal of debris or related operations shall include the associated costs of the recovery, transport and disposal of these materials.
- The overall cost shall be based upon the submitted hourly rate for floating equipment and be measured in terms of the time related directly to the operation.
- .8 Item 5 – Unit Price : Buoy(s) installation requested by the Departmental Representative:
- .1 The unit cost for buoy installation (s) shall represent the costs associated with the loading, transportation, installation, recovery and unloading of buoys.
- The cost of implementation will be based on the hourly cost submitted of floating equipment and will be measured in time directly related to the operation..
- .9 Item 6 – Unit Price : Spring icebreaking of harbors:
- .1 The unit cost for cleaning ponds and / or channels before dredging, depending on the ice conditions present at the beginning of the spring dredging operations in the harbors.
- The cost of implementation will be based on the hourly cost submitted of floating equipment and will be measured in time directly related to the operation.
- .10 Miscellaneous considerations:
- .1 The lump sum and the unit prices shall include all materials, transportation, leasing and installation of equipment, tools, labour and costs to carry out any work not specifically described in the plans, the specifications or any other bid documents but deemed necessary to ensure that the work is performed to professional standards.
- .2 All of the work described in these specifications, represented in the plans or otherwise required to complete the work covered by these specifications but not defined as a separate component entitling the Contractor to a lump sum or unit payment shall be deemed directly or indirectly related to the general purpose of the contract, and no separate payment shall be made in respect of any such work; the cost of all work related directly or indirectly to the purpose of this contract shall, however, be included in the unit price.
- .3 There shall be no additional payment for temporary structures used during dredging operations.
- .4 There shall be no additional payment for delays attributable to fishing seasons or fishing gear located at the dredging sites or the disposal site.

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- .5 There shall be no additional payment for delays resulting from vessel traffic.
  - .6 There shall be no additional payment for downtime.
  - .7 There shall be no additional payment for mooring and anchoring facilities for the dredge or any other floating equipment.
  - .8 There shall be no additional payment for downtime resulting from operational performance adjustments.
  - .9 There shall be no additional payment for lost time resulting from weather conditions.
  - .11 Spread of Payments  
Canada shall pay the Contractor as follows:
    - .1 Mobilization/Demobilization "A"
      - .1 In accordance with paragraph 1.2.3, when dredging equipment is present and fully operational at the first site scheduled, fifty percent (50%) of the lump sum submitted for Mobilization/Demobilization "A."  
The remaining fifty percent (50%) shall be included in the final payment after issuance of the final Site Completion Certificate.
    - .2 Mobilization/Demobilization "B"
      - .1 In accordance with paragraph 1.2.4 and when dredging equipment is present and fully operational at the next site scheduled, 100% of the unit price for Mobilization/Demobilization "B" multiplied by the distance travelled between the two sites (see Appendix 2).
    - .3 Dredging ( 2 )
      - .1 In accordance with paragraph 1.2.5, after issuance of the Site Completion Certificate.
    - .4 Disposal ( 3 )
      - .1 In accordance with paragraph 1.2.6, after the signature of the Site Completion Certificate, one hundred percent (100%) of the amount corresponding to the dredged volume (m<sup>3</sup>pm) in accordance with paragraph 1.2.5.3 multiplied by the distance to the dumping site using the shortest navigable distance in kilometres multiplied by the unit price for disposal (see Appendix 3). In case of an on-land disposal, the distance of 1.0 km will be used for payment.

### 1.3 DEFINITIONS

- .1 excavation of dumped materials, including the placement in barges with bottom opening (maries-salopes) excavated materials.
- .2 Removal: transportation and disposal in a land disposal area of excavated materials.
- .3 Class A material: solid rock requiring fragmentation by drilling or blasting, as well as free rock or rock fragments of individual volumes greater than 1.5 m<sup>3</sup>.
- .4 Class B material: loose or shale rock, silt, sand, quicksand, mud, shingle, gravel, clay, sand, gumbo, boulders, hardpan and debris of individual volumes less than 1.5 m<sup>3</sup>.
- .5 Debris: pieces of wood, wire rope, scrap steel, pieces of concrete and other waste materials.
- .6 Grade: plane above which all material is to be dredged.
- .7 m<sup>3</sup>pm: volume of material measured in place, in cubic metres.
- .8 m<sup>3</sup>sm: volume of material measured on barge, in cubic metres.
- .9 Side slope: surface or plane sloped relative to the dredging level, located at the side boundary of the dredged area and extending to the intersection with the natural level of the bottom outside that side boundary; the slope is expressed as the ratio between the horizontal and vertical dimensions.
- .10 DGPS-RTK Technology: a technology that provides a GPS position accurate to the nearest centimetre in x, y, z dimensions.
- .11 Chart datum: reference level set sufficiently low to ensure that the water level in tidal and non-tidal waters is rarely lower.
- .12 Coordinate system
  - .1 MTM project: modified transverse Mercator projection.
  - .2 MTM coordinates: plane rectangular coordinates used for graphic representation where a grid is applied to the MTM projection. The coordinates are the horizontal reference parameters.
- .13 “Instantaneous depth” mode: operating mode of bathymetric survey equipment whereby the system stores in memory every depth reading over the entire pass.
- .14 Matrix cell: Each dredging area is represented as a certain number of 2.0 m x 2.0 m or 4.0 m x 4.0 m cells. Depending on where the bathymetric surveys are done, a given cell may contain several depths.
- .15 “Shallowest depths” plan: bathymetric survey plan on which the depths indicated are the shallowest depths measured in each cell in the matrix.

- .16 Verified area: dredging area deemed to comply with the plans and specifications.
- .17 Site Completion Certificate: letter or memorandum given to the Contractor by the Departmental Representative certifying that dredging at a particular site has been completed.

#### **1.4 REGULATORY REQUIREMENTS**

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

#### **1.5 SCHEDULING**

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

#### **1.6 LOCATION**

- .1 The following sites in Gaspesia (Quebec), within the contract period:
  - Saint-Godefroi
  - Port-Daniel Est
  - L'Anse-à-Brillant

- L'Anse-à-Beaufils

Sites that could be added during the term of the contract (non-scheduled):

- Ste-Thérèse-de-Gaspé
- Gascons Ruisseau-Chapados
- Bonaventure
- Newport
- Cloridorme
- Tourelles
- Cap-Chat
- Les Méchins
- Rivière-au-Renard
- Sainte-Anne-des-Monts

- .2 Contract work consists of dredging basins and access to harbours as indicated on drawings and described in specifications and any other documents transmitted to the Contractor.
- .3 Drawings related to the present specifications indicate overall areas to be dredged at each site. Recent bathymetric survey drawings will be available prior to commencement of dredging works. Information concerning non-regular sites will be provided to the Contractor as needed.
- .4 The Department reserves the right to cancel / replace / add sites dredging if required. However, these sites should be located within the Magdalen-Island area.

## **1.7 INTERFERENCE WITH NAVIGATION**

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

- .1 advise Marine Communications and Traffic Services (MCTS) of DFO and the Departmental Representative;
- .2 comply with paragraph 3.1.14 herein;
- .3 remove the plant immediately at its own expense. Should the Contractor fail to comply with the above requirement, removal will be undertaken by the Departmental Representative and all costs related thereto shall be charged to the Contractor.

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

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

## **1.9 FLOATING PLANT**

- .1 The Contractor shall supply and maintain all dredging equipment with sufficient capacity to excavate, load, transport and dispose of all materials mentioned in the specification, taking into account settling of materials and excess dredged materials as applicable.
- .2 All equipment used to execute the dredging contract shall be at all times satisfactory to the Departmental Representative.
- .3 The Contractor shall, under this contract, use barges constructed to prevent dredged material from falling when the barge is being loaded or towed.

## **1.10 INSPECTION OF SITE**

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



**1.11 SITE INFORMATION**

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

**1.12 BATHYMETRIC SURVEYS AND ACCEPTANCE OF WORK**

- .1 Bathymetric surveys will be made by the Department before the beginning of dredging to confirm the location of materials to be dredged as accurately as possible and to determine the quantity.
- .2 The pre-dredging survey shall be done not more than three (3) weeks prior to the start of work. No claim for additional amounts will be accepted during the term of the contract (that is, after the pre-dredging soundings are accepted).
- .3 During the bathymetric surveys, a qualified representative of the Contractor shall be present with the Department's survey team so that the soundings are officially accepted by both parties.
- .4 The Departmental Representative shall provide the Contractor in ASCII digital format (see Appendix 7) the basic data required for the work (pre- and post-dredging bathymetric surveys); these digital files will be sent to the Contractor by e-mail.
- .5 The Contractor shall submit an official request five (5) days in advance so that post-dredging soundings can be done when the work is finished. The execution of bathymetric surveys depends on weather conditions.

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- .6 When the work is complete, the Department will, if necessary, conduct two (2) bathymetric surveys, namely a verification survey and a final post-dredging survey. Any additional surveys and standby time will be billed to the Contractor on an hourly basis as follows:
- .1 Hourly rate of \$250.00/hour.
  - .2 Time deemed standby time shall be any period exceeding 24 hours between the end of the verification survey and the start of the final post-dredging survey.
  - .3 Standby time shall be counted by the Department's on-site Representative at the rate of eight (8) hours a day, that is, from 8:00 a.m. to 4:00 p.m. If surveys are required by the Contractor outside that period, they will be billed to the Contractor.
- .7 After completion of dredging and before sounding after dredging, sweep dredged areas to the satisfaction of the Departmental Representative to confirm that grade depth has been attained.
- .8 In all cases, the bathymetric surveys will be carried out in daylight. Accordingly, the Department's vessel will dock at sundown.
- .9 The Department will not conduct any pre- or post-dredging surveys if there is ice present. There will be no additional payment for delays caused by such conditions or situations.
- .10 If, after the verification surveys or subsequent surveys have been done, there are still materials above the prescribed dredging level, the Contractor shall return to the site in order to complete the work to the satisfaction of the Departmental Representative.
- .11 Bathymetric survey equipment:
- .1 Positioning system:
    - .1 Global positioning system (DGPS).
    - .2 Equipment: Trimble 5700 or equivalent.
  - .2 Sounding system:
    - .1 Multi-transducer system (2 or more).
    - .2 Vertical accuracy:  $\pm 0.1$  metres.
    - .3 Frequency: 200 kHz.
  - .3 Sounding mode:
    - .1 Instantaneous depths.
  - .4 Depth representation:
    - .1 Under matrix form.
    - .2 Cell dimensions: 2.0 m x 2.0 m (1: 500) or 4.0 m x 4.0 m (1: 1000).
    - .3 Drawn: least depth of each cell.
  - .5 Acceptance of work:

- .1 An ASCII file or paper plan based on the instantaneous depths will be given to the Contractor showing the locations where the prescribed depth was not met.
- .6 Calculation of volumes:
  - .1 Using a digital ground model generated using all of the instantaneous depths.
- .12 In order for the work to be accepted, a general cleanup of the work area shall be done and the place left in a condition satisfactory to the Departmental Representative.

### **1.13 SYSTEM OF UNITS**

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

## **Part 2 Products**

### **2.1 DREDGING EQUIPMENT**

- .1 The work shall be done with a mechanical dredge and barges with opening bottom.
- .2 By its dimensions, features and draft, the dredge shall be appropriate to complete the work.

## **Part 3 Execution**

### **3.1 GENERAL**

- .1 Before commencing work, the Contractor must:
  - 1. Having received from the Departmental Representative the written approval of its deadlines;
  - 2. Have a disposal permit issued by Environment Canada if required;
  - 3. Have permission issued by Transport Canada - Protection of Navigation if required;
  - 4. Comply with the notice periods referred to in the Environment Canada Disposal Permit and the Transport Canada Protection of Navigation Authorization.

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

If necessary and in accordance with specific safety requirements or operational requirements, the Departmental Representative may request the addition of additional buoys to those required in the contract. This work will be payable at the metering station No. 5 of the contract according to the hourly rate submitted.
  - .12 Navigation buoys: The Contractor shall not at any time remove or relocate any main navigation buoys. Relocation of said buoys, where warranted, will be done by the Department of Fisheries and Oceans; requests for such service must be made to the Departmental Representative at

least five (5) business days in advance. The Departmental Representative reserves the right to determine whether such requests by the Contractor are warranted.

- .13 Keep functional all signals and lights having to be installed on all dredging equipment required for the work in accordance with the Collision Regulations and the Navigation Safety Regulations on the St. Lawrence River. All equipment required for the work shall be properly identified and/or visible at all times.
- .14 Subject to the Departmental Representative's authorization, disposal of dredged material in any other area than that designated herein is not permitted. The Contractor shall have the necessary equipment to meet the required position for the dumping of dredged materials.
- .15 The Contractor shall complete daily activity reports. The forms will be provided by the Departmental Representative before the start of work. The complete reports must be sent to the Departmental Representative within thirty (30) days of the completion date of the dredging.
- .16 Perform the work in such a way that no damage is caused to fishing gear, and minimize interference with fishing operations when dredging in the identified areas.
- .17 Assume liability for any damage to fishing gear in the identified areas if the damage is caused by dredging. Assume responsibility for repair costs and the cost of lost fishing opportunity.
- .18 While the contract is being executed, all equipment must be kept in good working order and adequately repaired as needed. All equipment used must be seaworthy and in good condition.
- .19 While the work is being carried out, if, in the opinion of the Departmental Representative, the equipment provided is not suitable and sufficient to perform properly or the Contractor has delayed the work schedule, the Contractor shall, within 15 days following receipt of written notice from the Departmental Representative, provide other equipment subject to advance approval from the Departmental Representative.
- .20 Install and maintain tide gauges or water level indicators in order to be able to determine the appropriate depth of the dredging work. Place the tide gauges or water level indicators such that they are clearly visible.
- .21 Remove any stockpile of material that might occur during the work at no additional cost to the Crown.
- .22 Remove any material deposited in areas next to the work site and dispose of it like the dredged material. Unless otherwise authorized by the Departmental Representative, material shall not be deposited in the vicinity of the work.
- .23 Notify the Departmental Representative immediately upon finding any object, including blocks of stone 1.5 m<sup>3</sup> or bigger or solid rock, that could be considered debris or an obstruction. Move around the object after clearly indicating the location using buoys made prior to the start of work, give the Departmental Representative the MTM coordinates and then carry on with the work.

- .24 Provide and assume the cost of anchors for the dredging equipment.
- .25 Take all necessary precautions to protect existing structures located in the vicinity of the work. Any damage to such structures shall be repaired at the Contractor's expense.
- .26 Unless authorized in writing by the Departmental Representative, dredging shall not be carried out within 2.0 metres of any existing structure. The intersection between side slope and original bottom line shall be 2.0 metres away from any structure. Unless otherwise indicated on the plan, side slopes shall be of one vertical to three horizontal, the distance being measured perpendicular to the face of a structure.
- .27 The Contractor shall note that there may be more than one dredge grade per site.
- .28 Some areas within the area of dredging may have concentrations of chemicals that prevent either dredging or dumping of sediment at sea. Contractor shall not intervene within the limits defined as "areas of exclusion" without the written approval of the Departmental Representative. The exclusion zones are shown in dredging approved templates for each site.
- .29 Exclusion zones are based on the characterization of materials made on a regular basis. As exclusion zones may vary from year to year, the Contractor shall verify annually templates dredging prior to commencement of work.

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

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

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

- .1 A copy of the permit approved by Environment Canada pursuant to the provisions of part VI of the Canadian Environmental Protection Act will be transmitted to the Contractor. The work must be performed in accordance with the license conditions. For example, a 2013 copy of the permit is attached for information only (Appendix 5).
- .2 Dispose of dredged material exclusively approved by the Departmental Representative and according to the Ocean Dumping Permit requirements.
- .3 Demarcate the disposal site area with lighted and reflective marker buoys.

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

### **3.4 RE-DREDGING**

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

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

- .1 Co-operate with the Departmental Representative on inspection of work and provide assistance requested.
- .2 The Contractor shall supply all necessary and satisfactory marine transportation to the Departmental Representative or his or her representative from a local wharf to the dredge for site inspections or for any other reason that the Departmental Representative considers appropriate.
- .3 The Contractor shall expect to supply wharf facilities and obtain at its own expense the required safe places (on land and water, as applicable) for its floating plant during the period of works.

**3.6 WORK SCHEDULE**

- .1 Within the period ending the day before the first Saturday of May, the Contractor shall be alert to judge the most appropriate time to set up, if requested, a 24-hour dredging schedule to meet the deadline. During the same period, the Departmental Representative may require a 24-hour schedule from the Contractor. The Contractor shall, within 24 hours of receiving written notice from the Departmental Representative in this regard, implement the required schedule.
- .2 The Contractor shall provide the markup safe access under the terms of Section 3.1.12 of this section.

**END OF SECTION**



GASPESIA

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 1**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

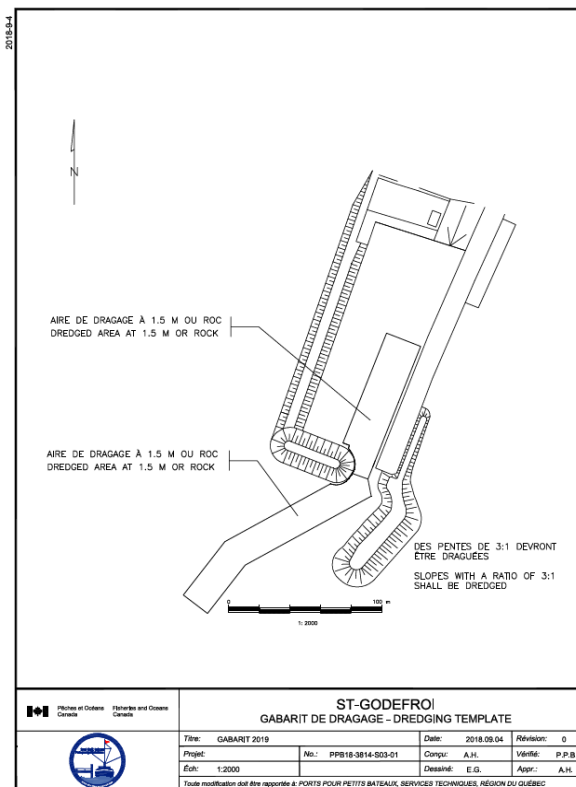
GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.

**SPECIFICATIONS**

**Saint-Godefroi :**

- |  |   |
|--|---|
| ▪ Approximate volume in m <sup>3</sup> pm  | 1,500 m3pm  |
| ▪ Distance to dumping site in km   | 3.9 km  |
| ▪ Environmental restriction period (2019) ( * see permit)  | May 16 <sup>th</sup> to July 7 <sup>th</sup>        |
| <b>(dredging and sea disposal)</b>   | August 16 <sup>th</sup> to October 10 <sup>th</sup> |
| ▪ Ocean Dumping Permit ( * see permit )  | Supplied by Departmental Representative             |
| ▪ Authorized Dredging Period ( * see permit )  | See Appendix 4                                      |
| ▪ Dumping site NAD 1983 ( * see permit )   | Lat : 48.04500° N                                   |
|  | Long : 65.08333° W                                  |
| ▪ * A permit for disposal at sea is issued annually and the data that are included are those to use. |   |



FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

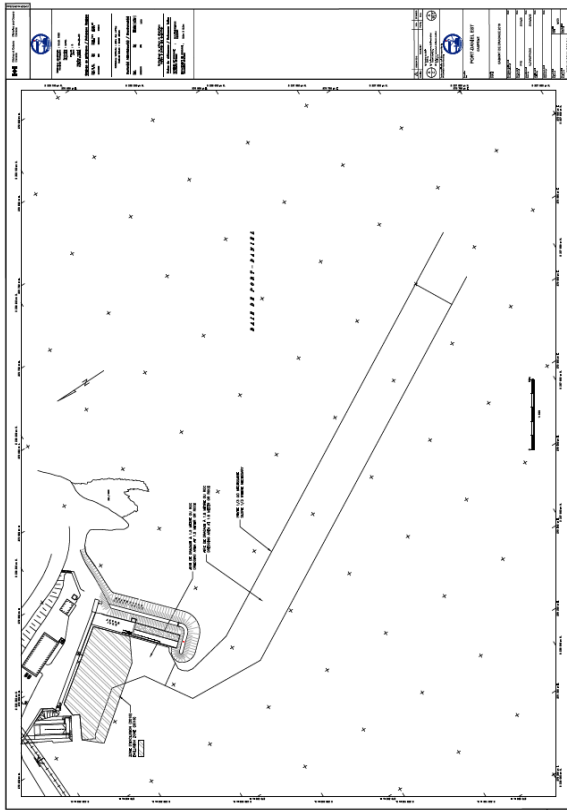
GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.

**SPECIFICATIONS**

**Port-Daniel Est :**

- |  |  |
|--|--|
| ▪ Approximate volume in m <sup>3</sup> pm  | 1,500 m <sup>3</sup> pm  |
| ▪ Distance to dumping site in km   | 4.8 km   |
| ▪ Environmental restriction period (2019) ( * see permit )<br><b>(dredging and sea disposal)</b>     | May 1 <sup>st</sup> to July 7 <sup>th</sup><br>August 10 <sup>th</sup> to October 16 <sup>th</sup> |
| ▪ Ocean Dumping Permit ( * see permit )  | Supplied by Departmental Representative  |
| ▪ Authorized Dredging Period ( * see permit )  | See Appendix 4   |
| ▪ Dumping site NAD 1983 ( * see permit )   | Lat : 48.13500° N<br>Long : 64.94167° W  |
| ▪ * A permit for disposal at sea is issued annually and the data that are included are those to use. |  |



FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

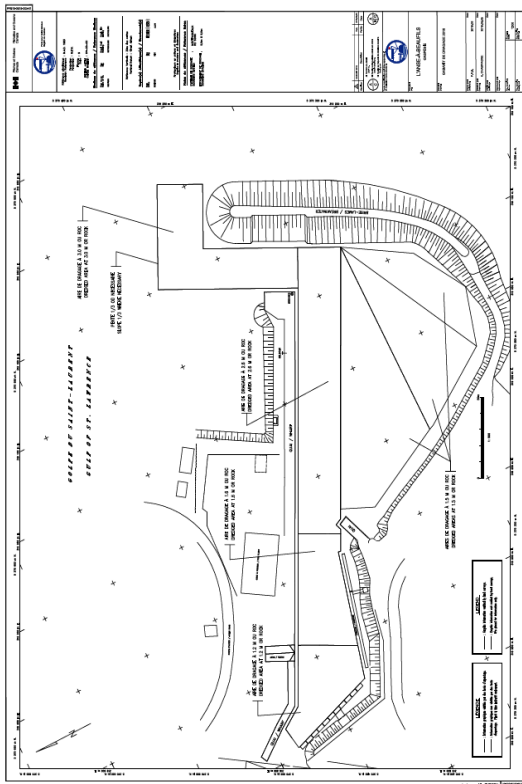
GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.

**SPECIFICATIONS**

**L'Anse-à-Beaufils :**

- |  |   |
|--|---|
| ▪ Approximate volume in m <sup>3</sup> pm  | 2,000 m <sup>3</sup> pm   |
| ▪ Distance to dumping site in km   | 4.8 km  |
| ▪ Environmental restriction period (2019) ( * see permit )<br><b>(dredging and sea disposal)</b>     | May 1 <sup>st</sup> to July 7 <sup>th</sup><br>September 16 <sup>th</sup> to October 10 <sup>th</sup> |
| ▪ Ocean Dumping Permit ( * see permit )  | Supplied by Departmental Representative   |
| ▪ Authorized Dredging Period ( * see permit )  | See Appendix 4  |
| ▪ Dumping site NAD 1983 ( * see permit )   | Lat : 48.45000° N<br>Long : 64.25000° W   |
| ▪ * A permit for disposal at sea is issued annually and the data that are included are those to use. |   |



FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

## APPENDIX 1

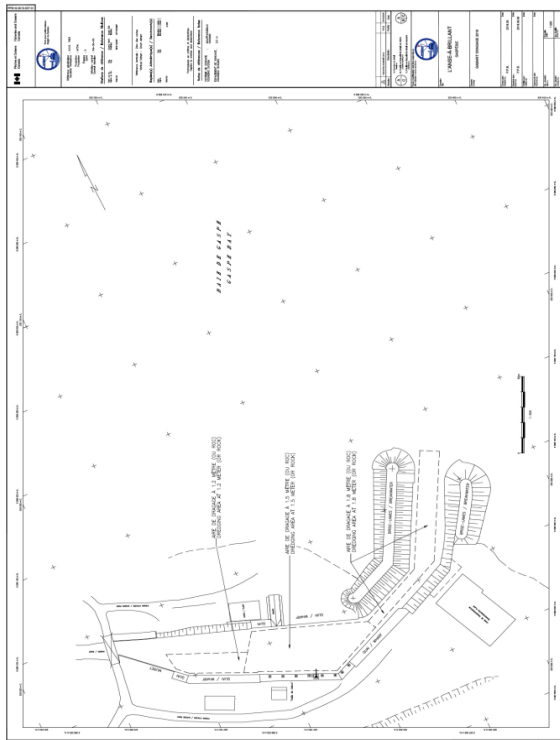
GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.

**SPECIFICATIONS**

**L'Anse-à-Brillant :**

- |  |  |
|--|--|
| ▪ Approximate volume in m <sup>3</sup> pmp   | 1,500 m <sup>3</sup> pm  |
| ▪ Distance to dumping site in km   | 1.5 km   |
| ▪ Environmental restriction period (2019) ( * see permit )<br><b>(dredging and sea disposal)</b>     | May 1 <sup>st</sup> to July 10th<br>September 16th to October 10th |
| ▪ Ocean Dumping Permit ( * see permit )  | Supplied by Departmental Representative                            |
| ▪ Authorized Dredging Period ( * see permit )  | See Appendix 4   |
| ▪ Dumping site NAD 1983 ( * see permit )   | Lat : 48.73200° N<br>Long : 64.28200° W                            |
| ▪ * A permit for disposal at sea is issued annually and the data that are included are those to use. |  |



**END OF SECTION**

GASPESIA

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 2**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 2

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GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

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This appendix constitutes an integral part of the contract documents.

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## **SPECIFICATIONS**

### **DISTANCE MAXIMALE ENTRE LES SITES ( For Item 1B )**

<b>Sites</b>	<b><u>Maximal distance</u></b>
Bonaventure to St-Godefroi	35 km
St-Godefroi to Shigawake	5 km
Shigawake to Port-Daniel Est	17 km
Port-Daniel Est to Gascons (Anse-à-la-Barbe)	7 km
Gascons (Anse-à-la-Barbe) to Gascons (Ruisseau Chapados).	4 km
Gascons (Ruisseau Chapados) to Ste-Thérèse-de-Gaspé	50 km
Ste-Thérèse-de-Gaspé to Anse-à-Beaufils	15 km
Anse-à-Beaufils to Anse-à-Brillant	40 km
Anse-à-Brillant to Rivière-au-Renard (Quai d'Amours)	45 km
Rivière-au-Renard (Quai d'Amours) to Tourelle	160 km
Tourelle to Ste-Anne-des-Monts	10 km
Ste-Anne-des-Monts to Les Méchins	43 km

**END OF SECTION**

GASPESIA

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 3**



FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 3

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GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

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This appendix constitutes an integral part of the contract documents.

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**SPECIFICATIONS**

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

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

**For regular sites**

A )	S3814	St-Godefroi	Around 1,500 m <sup>3</sup> pm X 3.9 km
B )	P3744	Port-Daniel Est	Around 1,500 m <sup>3</sup> pm X 4.8 km
C )	L3618	L'Anse-à-Beaufils	Around 2,000 m <sup>3</sup> pm X 4.8 km
D )	L3619	L'Anse-à-Brillant	Around 1,500 m <sup>3</sup> pm X 1.5 km

**For sites that may be added during the contract**

E )	S3856	Sainte-Thérèse-de-Gaspé	To be determined
F )	G3583	Gascons (Ruisseau-Chapados	To be determined
G )	T3862	Tourelles	To be determined
H )	L3660	Les Méchins	To be determined
I )	R4008	Rivière-au-Renard (Quai d'Amours)	To be determined
J )	B3533	Bonaventure	To be determined
K )	N3700	Newport Pointe	To be determined
L )	C3987	Cap-Chat	To be determined
M )	L3660	Les Méchins	To be determined
N )	S4065	Sainte-Anne-des-Monts	To be determined

**END OF SECTION**

GASPESIA

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 4**

# FISHERIES AND OCEANS CANADA – SMALL CRAFT HARBOURS – QUEBEC REGION

## FISHERIES AND OCEANS – SMALL CRAFT HARBOURS – QUEBEC REGION - DREDGING PROGRAM FORECAST

### DRAGAGE À DIFFÉRENTS SITES – GASPESIE / GASPEZIA - DREDGING AT VARIOUS SITES

2014-2019

SITE LOCATION	MARCH MARCH	AVRIL APRIL	MAI MAY	JUIN JUNE	JUILLET JULY	AOÛT AUGUST	SEPTEMBRE SEPTEMBER	OCTOBRE OCTOBER	NOVEMBRE NOVEMBER
Saint-Godefroi	XXPP	PPPP	PPXX	XXXX	XPPP	PPXX	XXXX	XXPP	PPPP
Port-Daniel Est	XXPP	PPPP	XXXX	XXXX	XPPP	PPXX	XXXX	XXPP	PPPP
L'Anse-à-Brillant	XXPP	PPPP	XXXX	XXXX	XXPP	PPPP	PPXX	XXPP	PPPP
L'Anse-à-Beaufils	XXPP	PPPP	PPXX	XXXX	PPPP	PPPP	PPXX	XXPP	PPPP

#### Légende / Legend:

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

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

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

**END OF SECTION**

ÎLES-DE-LA-MADELEINE

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 5**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 5

GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.

## Appendix 5

### Example of Dumping Permit



Environment and  
Climate Change Canada

Environnement et  
Changement climatique Canada

**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 (CEPA), the renewal of Disposal at Sea Permit No. 4543-2-04427 authorizing the loading for disposal and the disposal of waste or other matter at sea is approved for the third time out of an eligible 4 renewals as Permit No. 4543-2-04427-03. The renewal is published on the Canadian Environmental Protection Act Registry on Tuesday, February 6, 2018.

1. Permittee: Department of Fisheries and Oceans, Québec, Quebec.
2. Waste or other matter to be disposed of: dredged material.
  - 2.1. Nature of waste or other matter: dredged material consisting of gravel, sand, silt, clay and colloids.
3. Duration of permit: permit is valid from March 15, 2018, to March 14, 2019.
  - 3.1. The loading activities are restricted to the following periods: from March 15 to May 15, 2018, from July 8 to August 15, 2018, and from October 11, 2018, to March 14, 2019. The permittee may modify the duration of the restriction periods with the written approval of the Department of the Environment.
  - 3.2. The disposal at sea activities are restricted to the following periods: from March 15 to September 15, 2018, and from October 11, 2018, to March 14, 2019. The permittee may modify the duration of the restriction periods with the written approval of the Department of the Environment.
4. Loading site(s): Saint-Godefroi Harbour, Québec, 48.07310° N, 65.11478° W North American Datum of 1983 (NAD83), as described in the Annex 1 to the document titled "Addenda – Évaluation des effets environnementaux – Saint-Godefroi – Dragage d'entretien au havre de pêche, 2018." This annex shall be available at the loading site and on all powered ships directly engaged in the loading and disposal operations.
5. Disposal site(s):
  - a. SG-2, 48.04500° N, 65.08333° W (NAD83). The disposal site is located approximately 3.9 km southeast of the loading site.
  - b. Saint-Godefroi Channel, 48.07310° N, 65.11478° W (NAD83).

Canada

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 5

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GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
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This appendix constitutes an integral part of the contract documents.

## **Appendix 5**

### **Example of Dumping Permit**

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

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

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

9. Total quantity to be disposed of: not to exceed 5 000 cubic metres, place measure.

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

11. Inspection:

11.1. By accepting this permit, the permittee and its contractors accept that they are subject to inspection pursuant to Part 10 of CEPA.

11.2. The permittee shall ensure that records of all loading and disposal activities are kept on site for the duration of the permit and are available for inspection by any enforcement officer or analyst, for 2 years following the expiry of the permit.

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 at least 48 hours before loading and disposal activities commence: name or number of ship, platform or structure used to carry out the loading and/or disposal, name of the contractor including corporate and on-site contact information, and expected period of loading and disposal activities. The above-noted information shall be submitted to the

Regional Director  
Environmental Protection Operations Directorate  
Department of the Environment  
Quebec Region

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
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GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
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This appendix constitutes an integral part of the contract documents.

## **Appendix 5**

### **Example of Dumping Permit**

105 McGill St, 4th Floor  
Montreal QC H2Y 2E7  
Fax: 514-496-6982  
Email: [ec.immersionenmerqc-disposalatseaqc.ec@canada.ca](mailto:ec.immersionenmerqc-disposalatseaqc.ec@canada.ca)

13.2. The permittee must complete the Register of Disposal at Sea Operations as provided by the Department of the Environment. This register must, at all times, be kept aboard any vessel involved with the disposal operations and be accessible to enforcement officers designated under CEPA.

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

13.4. The permittee shall submit a written report to the Minister, as represented by the Regional Director of the Environmental Protection Operations Directorate, Quebec Region, identified in paragraph 13.1, within 30 days after the expiry of the permit. This report shall contain the following information: a list of all work completed pursuant to the permit, including the names of the loading and disposal site(s) used, the quantity of matter disposed of at the disposal site(s), the dates on which disposal activities occurred and the Register of Disposal at Sea Operations.

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

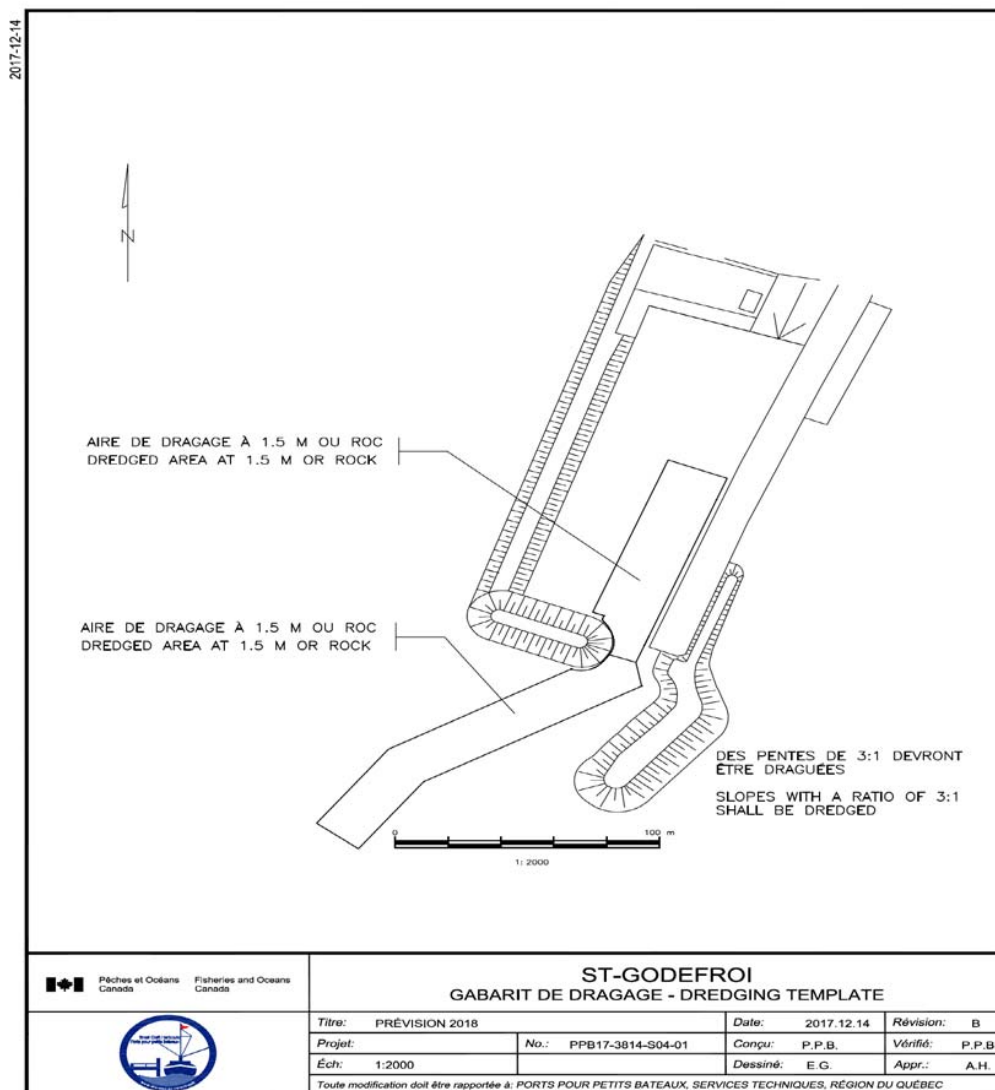
Josée Lanctôt  
Regional Director  
Environmental Protection Operations Directorate  
Quebec Region

On behalf of the Minister of Environment and Climate Change

Signed on February 1, 2018

GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
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This appendix constitutes an integral part of the contract documents.

**Appendix 5****Example of Dumping Permit**



GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
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This appendix constitutes an integral part of the contract documents.

### Example of Dumping Permit



### Registre des opérations d'immersion en mer – Matières draguées

N° du permis : 4543-2-0      Lieu de chargement : \_\_\_\_\_

Chaland (identification) : \_\_\_\_\_ Chaland (capacité) : \_\_\_\_\_

Remorqueur (identification) : \_\_\_\_\_

[illegible]

<sup>1</sup> Tel que selon les instructions indiquées dans le permis d'immersion en mer.

(Juillet 2016)

**END OF SECTION**

ÎLES-DE-LA-MADELEINE

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 6**

GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.



Environment  
Canada

Page \_\_\_\_\_ of \_\_\_\_\_

### Register of Disposal at Sea Operations – Dredged Material

Permit No.: 4543-2-0 \_\_\_\_\_ Loading Site: \_\_\_\_\_

Dredge and/or Scow (identification): \_\_\_\_\_ Scow (capacity): \_\_\_\_\_

Tug (identification): \_\_\_\_\_

[illegible]

<sup>1</sup> As prescribed by the disposal at sea permit.

(July 2013)

**END OF SECTION**

ÎLES-DE-LA-MADELEINE

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 7**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 7

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GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

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This appendix constitutes an integral part of the contract documents.

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## **Appendix 7**

This appendix constitutes an integral part of the contract documents.

### **COMPUTER FILE FORMATS:**

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

288183.24 5237654.78 3.79

288181.90 5237652.29 3.80

288183.81 5237652.86 3.67

Note: The depth is positive below the chart datum.

**END OF SECTION**

GASPESIA

DREDGING AT VARIOUS SITES

Project number: F3731-180061

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## **APPENDIX 8**

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
QUEBEC REGION

APPENDIX 8

GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
PROJECT NO.: F3731-180061

This appendix constitutes an integral part of the contract documents.

## Appendix 8

### Sample record of environmental monitoring

#### ENVIRONNEMENTAL MONITORING FORM

PROJECT IDENTIFICATION	
Site :	Harbor Name : XXXX
Project Title :	Maintenance Dredging
Work Realization Date :	
Monitoring Date :	
Monitoring Activity Carried Out :	<input type="checkbox"/> On-Site Monitoring Realized During Work <input type="checkbox"/> Other Monitoring Activity (Specify) :

Mitigation Mesures	YESI	NO	If No, reason (s)
<b>Général</b>			
To limit in time the realization of works.			
Observe the limits of the dredging template as well as those of the exclusion zone and the disposal site at sea, if applicable.			
Proceed as quickly as possible to the restoration of the premises after the work.			
Perform work during normal business hours, between 7 am and 7 pm, Monday to Friday, and 8 am to 5 pm on Saturdays, in accordance with municipal requirements.			
<i>(to be included if particular context of residents' quality of life (eg nearby residences and large volume of sediment to be released)</i>			
<i>Transport of materials (sediment) should be limited to normal working hours, between 7:00 am to 7:00 pm, Monday to Friday and 8:00 am to 5:00 pm on Saturdays to reduce impacts on residents' quality of life</i>			
<b>Residual and Hazardous Materials Management</b>			
Separately dispose of non-recyclable and recyclable residual materials.			
Dispose of all waste and residual materials in accordance with current regulations and ensure that no residual material is burned, buried or submerged on site.			
Manage residual materials (dangerous or not) according to the laws and regulations in force. They can not be disposed of in waterways, storm sewers or sanitary sewers			
Identify (or develop) an area for the temporary storage of hydrocarbons or other hazardous materials, refueling and general maintenance of machinery at a minimum distance of 30 m from the shore, drainage ditches and waterways . The toxic substances used, such as oil and gasoline, must be handled with care, according to the laws and regulations in force.			
Store and dispose of used oil and garbage arising from the use and maintenance of the machinery in accordance with applicable provincial regulations.			
<b>Failures and Accidents</b>			
Develop an emergency response plan and ensure its immediate			

FISHERIES AND OCEANS  
SMALL CRAFT HARBOURS  
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GASPESIA, QUEBEC  
DREDGING AT VARIOUS SITES (Floating Plant)  
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## APPENDIX 8

### Sample record of environmental monitoring

application in the event of a spill			
Meet with staff prior to the commencement of work to inform them of the environmental and safety contract requirements, including emergency plan components. Employees working on the site will need to be trained to take action in the event of an environmental emergency.			
Have a complete environmental emergency response kit on site at all times to be able to contain a spill. Ensure that a quantity of containment and cleaning materials (water repellant and oil-absorbent and waterproof, polyethylene, waterproof bags, leakproof containers, shovels, gloves, leaks, etc.) proportional to the scale of the project are available on site permanently and easily accessible.			
In the event of an accidental spill, the appropriate emergency measures will be immediately operational and the following organizations will be contacted immediately: Environment Canada: 1-866-283-2333, Canadian Coast Guard: 1-800-363-4735 and Emergency-Environment of Quebec: 1-866-694-5454. The Site Supervisor and the DFO-SCH representative will also be notified.			
In the event of an accidental spill in the aquatic environment, the contaminated water will be contained and recovered by a specialized firm and sent to a treatment center approved by the MDDELCC.			
In the event of a spill in a terrestrial environment, the hydrocarbons must be recovered and the contaminated soils disposed in accordance with the regulations in force. An environmental characterization of the soil must be carried out by a specialized firm to demonstrate the restoration of the site.			
In the event of an accident, breakage of equipment or other event causing a spill of toxic substances, the breakage will be repaired immediately. The affected area contaminated with toxic substances will be contained and cleaned.			
Soils, sediments (once out of the water) or backfill material, as the case may be, contaminated by an accidental spill, must be stacked on watertight canvases and covered with watertight canvases, be sampled according to the volume of soil in accordance with the Guide for Sampling for Environmental Analyzes, Book 5, be subjected to chemical analyzes in the laboratory, namely petroleum hydrocarbons C10 to C50, polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs). ) and be managed according to the guidelines of the Contaminated Soil Management Grid excavated by the MDDELCC or according to the regulations in force and sent to an authorized site.			
<b>Dredging of Contaminated Sediments and Disposal</b>			
When the dredging is carried out at the edge or inside the exclusion zone, clearly identify the exclusion zone and make the dredge operator aware of the respect of this zone in order to limit the loss of material during dredging.			
When dredging the exclusion zone, install a containment curtain to prevent the spread of suspended solids and the dispersion of contaminants outside the dredged area. Deploy the curtain to limit the trapping of fish inside the enclosure. Remove the curtain at least 24 hours after the end of the dredging.			
Manage contaminated sediments dredged according to the			



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Excavated Soil Management Grid (Appendix 5) of the Intervention Guide: Soil Protection and Contaminated Sites Rehabilitation of the MDDELCC and the Regulation respecting the burial of contaminated soils (RSQ Q-2, r ., 6.01) and forward them to an authorized center, when required.			
Ensure that the disposal site is authorized to accept excavated materials according to the level of contamination identified.			
<b>Biological Environment</b>			
The operator should be made aware of the opportunity to observe the leatherback turtle in the area and be able to identify the presence of this species.			
If a marine mammal or leatherback turtle approaches within 200 m of the barges or dredge, dredging or sediment loosening operations shall be discontinued and the craft shall maintain a stationary position until the animal has moved further than 200 m.			
In the event that marine mammals or leatherback turtles are found near barges or draggers, the use of any means of frightening animals should not be considered.			
Following a work stoppage due to the presence of marine mammals or leatherback turtles, resume work only when the observer has confirmed that the individuals have left the 200m protection zone.			
Carry out the work over a maximum period of 16 hours per day, to allow a recovery period of 8 continuous hours at night, without additional noise in the aquatic environment.			
<i>[to be adjusted according to the harbor, based on the DFO-PPP Restriction Period Table]</i>			
<ul style="list-style-type: none"> <li>- Do not perform dredging between XX and XX in the (harbor or channel) to protect XX, as well as between XX and XX in the (harbor or channel) to protect XX.</li> <li>- Do not immerse the sediments at sea between the XX and the XX.</li> <li>- Do not dredge at night (21h to 5h) between XXX and XXX.</li> <li>- Do not carry out water interventions between [date] and [date] to protect the capelin breeding period.</li> <li>- The start of the work could however be preceded by [date] if it is demonstrated that there was no capelin breeding activity on the site (no presence of eggs).</li> <li>- If breeding activities are observed (individuals, eggs), no water intervention should be carried out within 15 days of these observations.</li> <li>- The surveillance zone should extend over x m on both sides of the site (limits to be specified), where the environmental conditions are favorable for capelin spawning.</li> <li>- A brief observation report must be submitted to the Department of Fisheries and Oceans Canada (DFO-PPP) 30 days after the completion of the work. The report should contain the date, time and a brief description of the observations accompanied by photos</li> </ul>			
<i>[to be included only in the event of potential presence of migratory species of interest in the work sector. Adjust the dates according to the harbor and the bird species present]</i>			

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Avoid performing work during bird migration periods, XX and XXX months.			
Adjust breeding date and nesting dates based on project location. Validate dates on the ECCC SCF website]			
Do not approach a colony of seabirds and waterfowl during the breeding and nesting season (beginning XXX to XXX) and remain at least 300 m from the colonies.			
<b>Invasive Species</b>			
[Ensure that the equipment used is clean and free of invasive species and weeds as they arrive at the site and maintain them in this condition thereafter.			
Demonstrate that the floating equipment used has remained in the Estuary or the Gulf of St. Lawrence for at least the last 12 months, failing which an inspection demonstrating the absence of invasive species will have to be carried out.			
<b>Sediment Dredging, Sediment Transportation, by Open-bottom Barges, to Disposal Sites at Sea and Sedimentation at Sea</b>			
Raise awareness among dredging equipment operators to avoid unnecessarily resusing suspended sediments (contaminated or not) by making abrupt movements or leveling the bottom by pivoting the bucket.			
Immobilize the barge before sedimentation. Furthermore, it must be carried out as quickly as possible to maximize the entrainment phenomenon which contributes to ensuring a rapid descent of the materials in the form of a dense jet towards the bottom, while minimizing the resuspension.			
When filling the barge, the bucket of the dredge should be lowered as low as possible in the barge.			
Mark the dredging and disposal site at sea by placing buoys (where applicable).			
Coordinate as much as possible the movement of equipment between the dredging sites and the disposal site to avoid clogging of the port access channel.			
Suspend work when weather conditions are anticipated or occur (strong winds, storm) to prevent dispersal of dredged or suspended material from the work area			
During dredging, in the event of a large cloud of turbidity dispersing outside the work area, slow down dredging activities or space dredging periods over time			
Ensure that the barge used to transport the cuttings is watertight and avoid overloading to reduce the probability of overflow during transport.			
In the case of suction dredging, regularly inspect the pipe (piping) for any possible problems with sediment delivery and maintain watertightness at all times. Pipes used to transport dredged sediments must be watertight and visible on the surface of the water. If leaks are present along the pipe, immediately stop the dredging and repair the leak. A system for retaining fine particles from sediment drainage should be provided to avoid re-silting the harbor and to limit the growth of SS in the water.			
In the event of mechanical dredging, select a cycle time that reduces			

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the upward speed of the loaded excavator through the water column and use a tightest grab bucket or a mechanical dump drag.			
<i>[to be included only if contaminated sediment or sensitive habitat to be protected]</i>			
<i>Use a dredge equipped with a clamshell bucket or an environmental grab</i>			
Avoid double handling of dredged material			
<b>Transshipment and Temporary Terrestrial Storage of Sediments</b>			
When transferring material dredged to a truck, ensure that the opening of the bucket of the excavator takes place only when it is above the truck body. The bucket of the drag should be lowered as low as possible in the truck.			
Contaminated dredged sediments managed at ground level will be placed in piles on waterproof tarpaulins and covered at all times during their storage.			
Contaminated sediment dredged, if temporarily stored on the wharf or DFO property, shall be contained in a watertight structure designed to recover drainage water from the sediment and filtered by a membrane or other means of retaining fine particles and contaminants in the water. An adequate containment system, such as a filter medium around the dewatering area, should be provided to hold materials in the field. A filter medium can be made in particular using a concrete block and a geotextile barrier or a straw bale filter, set up in the dewatering area. This protection will prevent the transport of sediment to the harbor water and will keep the suspended material in the dewatering area.			
Recover, at the end of the works, the materials that will have been escaped during the loading of the trucks \ transshipment			
The dredged sediments managed at ground level will have to be stored beyond the limit of the upper high tides of high tides (UHTHT).			
Analyze and manage the dewatering water according to its environmental quality and the standards in force. If water can not be returned to the natural environment, dispose of runoff that does not meet CCME criteria at an authorized site.			
Do not reuse dredged sediments near a drinking water supply well and / or freshwater because of their chloride content so as not to affect the uses of the water table with water. salts present in dredged sediments.			
<b>Land Transportation</b>			
Carry out sediment soils in containers or dump trucks covered with tarpaulin to limit dispersion of fine particles.			
The circulation route is defined to follow the path on which there are the fewest residences.			
Comply with the Highway Safety Code, the regulations in force concerning the loading limits as well as the speed limits.			
<b>Equipment and Machinery Use</b>			
Operate machinery that is in good working order (regular maintenance), clean, free of leaks, and shut down engines when not in use, when possible. Regularly inspect the machinery during the work.			
Advocate the use of floating equipment using a specially designed			

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biodegradable vegetable oil.			
At the work site, a work area, within which equipment and machinery remain at all times, is determined			
Ensure the proper maintenance of the noisy equipment and the good condition of the mufflers of the machinery			
Limit the movement of heavy machinery and the storage of materials to previously defined circulation, work and storage areas.			
Optimize the movement of machinery.			
<b>Users / Workers</b>			
Ensure the safety of workers and the public by marking the work site and using protective barriers and adequate signage.			
Maintain access to the harbor at all times.			
Limit access to the site to duly authorized persons.			
Give priority to carrying out work outside the peak fishing season.			
Clean up public roads, if necessary.			
Communicate regularly with the Harbor Authority to coordinate work with port activities to reduce impacts on harbor users.			
<b>Navigation</b>			
Issue a Notice to Shipping via Marine Communications and Traffic Services (MCTS) to inform users of the execution period and the work area.			
Install proper signage at the navigation level.			
Ensure that the conditions of approval contained in the Transport Canada authorization under the NPA are met at all times			

END OF SECTION