

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions**  
**189 Prince William Street**  
**Room 421**  
**Saint John**  
**New Brunswick**  
**E2L 2B9**

## 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**

<b>Title - Sujet</b> St John Shoreline Protection	
<b>Solicitation No. - N° de l'invitation</b> E0227-142045/A	<b>Date</b> 2013-12-16
<b>Client Reference No. - N° de référence du client</b> E0227-142045	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWB-004-3349	
<b>File No. - N° de dossier</b> PWB-3-36117 (004)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-07</b>	<b>Time Zone Fuseau horaire</b> Atlantic Standard Time AST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doucet, Gisele PWB	<b>Buyer Id - Id de l'acheteur</b> pwb004
<b>Telephone No. - N° de téléphone</b> (506) 636-4541 ( )	<b>FAX No. - N° de FAX</b> (506) 636-4376
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA P.O.BOX 7350 SAINT JOHN New Brunswick E2L4J4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works Government Services Canada- Bid Receiving  
/ Réception des soumissions  
189 Prince William Street  
Room 421  
Saint John  
New Bruns  
E2L 2B9

<b>Delivery Required - Livraison exigée</b> See Herein	<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

E0227-142045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-142045

File No. - N° du dossier

PWB-3-36117

CCC No./N° CCC - FMS No/ N° VME

---

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### INSURANCE TERMS

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

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Code of Conduct and certifications, related documentations
- SI02 Bid Documents
- SI03 Enquiries During the Solicitation Period
- SI04 Site Visit
- SI05 Revision of Bid
- SI06 Bid Results
- SI07 Insufficient Funding
- SI08 Bid Validity Period
- SI09 Construction Documents
- SI10 Web Sites

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

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

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

- GI01 Code of Conduct and Certification - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance With Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage

### SUPPLEMENTARY CONDITIONS

- SC01 Insurance Terms

### CONTRACT DOCUMENTS (CD)

#### BID AND ACCEPTANCE FORM (BA)

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer

Solicitation No. - N° de l'invitation

E0227-142045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-142045

File No. - N° du dossier

PWB-3-36117

CCC No./N° CCC - FMS No/ N° VME

---

BA04 Bid Validity Period  
BA05 Acceptance and Contract  
BA06 Construction Time  
BA07 Bid Security  
BA08 Signature

**APPENDIX 1 - COMBINED PRICE FORM**

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

**ANNEX A - CERTIFICATE OF INSURANCE FORM**

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

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

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

### **SI02 BID DOCUMENTS**

1. The following are the bid documents:

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

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

2. General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

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

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T "General Instructions to Bidders", enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

**SI04 SITE VISIT**

Not Applicable.

**SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (506) 636-4376.

**SI06 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling No. (506) 636-4358.

**SI07 INSUFFICIENT FUNDING**

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

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

**SI08 BID VALIDITY PERIOD**

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

4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T "General Instructions to Bidders".

## **SI09 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of one (1) will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

## **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.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>

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

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

PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

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

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

Solicitation No. - N° de l'invitation

E0227-142045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-142045

File No. - N° du dossier

PWB-3-36117

CCC No./N° CCC - FMS No/ N° VME

---

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



**SUPPLEMENTARY CONDITIONS****SC01 INSURANCE TERMS**

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance.
  - (a) Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
  - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
  - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
  - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

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

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

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

GC1 General Provisions	R2810D	(2013-04-25);
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
- e. Schedules of Wage Rates for Federal Construction Contracts;
- 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. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

[http://www.labour.gc.ca/eng/standards\\_equity/contracts/schedules/index.shtml](http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml)

4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No. - N° de l'invitation

E0227-142045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-142045

File No. - N° du dossier

PWB-3-36117

CCC No./N° CCC - FMS No/ N° VME

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

### **BA01 IDENTIFICATION**

**Shoreline Protection  
Saint John Ferry Terminal  
Saint John, N.B.**

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

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

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

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

### **BA03 THE OFFER**

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

### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### **BA05 ACCEPTANCE AND CONTRACT**

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

### **BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work within eleven (11) weeks from the date of notification of acceptance of the offer.

### **BA07 BID SECURITY**

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

### **BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - COMBINED PRICE FORM (1 page)

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

### UNIT PRICE TABLE

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

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Extended amount (EQ x PU) GST/HST extra
1	31 32 21	Geotextiles	Lump Sum	1		
2	35 31 23.13	Armour Stone	Tonnes	7,000		
<b>TOTAL EXTENDED AMOUNT (TEA)</b>						
Excluding GST / HST						

Solicitation No. - N° de l'invitation

E0227-142045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-142045

File No. - N° du dossier

PWB-3-36117

CCC No./N° CCC - FMS No/ N° VME

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

***NOTE TO BIDDERS***  
***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES***

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Solicitation No. - N° de l'invitation

E0227-142045/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

E0227-142045

File No. - N° du dossier

PWB-3-36117

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX A**  
**CERTIFICATE OF INSURANCE FORM**

# CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No. E0227-142045/001/PWB
	Project No. R.064788.001

Shoreline Protection  
Saint John Ferry Terminal, Saint John, N.B.

Name of Insurer, Broker or Agent	City	Province	Postal Code
Name of Insured (Contractor)	City	Province	Postal Code
Additional Insured : <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>			

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<input checked="" type="checkbox"/> <b>Commercial General Liability</b>				Annual General Aggregate	Completed Operations Aggregate	\$
<input type="checkbox"/> <b>Umbrella/Excess Liability</b>				\$	\$	\$
<input type="checkbox"/> <b>Builder's Risk / Installation Floater</b>				\$		
<input type="checkbox"/> <b>Pollution Liability</b>				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate	\$
<input type="checkbox"/> <b>Marine Liability</b>				\$		
<input type="checkbox"/> <b>Aviation Liability</b>				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate	\$
<input type="checkbox"/>				\$		

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 coverages 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

<p><b>General</b></p> <p>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.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p><b>Commercial General Liability</b></p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(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.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p><b>Builder's Risk / Installation Floater</b></p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
<p><b>Contractors Pollution Liability</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>	<p><b>Marine Liability</b></p> <p>The insurance coverage must be provided by a Protection &amp; Indemnity (P&amp;I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection &amp; Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, 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.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p><b>Aviation Liability</b></p> <p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.</p>