



#### RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency Contracts/ Procurement Services 100 Hawk Avenue P.O. Box 900 Banff, Alberta T1L 1K2

INVITATION TO TENDER
APPEL D'OFFRES

#### Tender To: Parks Canada Agency

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 therefore.

#### Soumission aux: l'Agence Parcs 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 a aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ciannexée, au(x) prix indiqué(s).

#### Comments - Commentaries

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

Issuing Office - Bureau de distribution

Parks Canada Agency Banff National Park P.O. Box 900 Banff, Alberta T1L 1K2

Title-Sujet	Title-Sujet			
Banff Legacy Trail				
Flood Damage Repairs		May 1, 2014		
1 100d Bamage Repairs		,		
Solicitation No No. de l'invitation	Client Ref.	No. – No. de réf du client.		
5P421-15-0018				
Solicitation Closes	Time Zon	ne		
L'invitation prend fin –	Fuseau ho	oraire -		
	Mountain	Daylight Saving		
at – á 02:00 PM	Time (MI	OT) / heure avancée		
on – le May 22, 2014	des Roche	euses (HAR)		
F.O.B F.A.B.				
Plant-Usine: Destination	ı. 🗍 Otha	r-Autre.		
Address Inquiries to: - Adresser tou				
radiess inquires to: - radiessel tot	ite demande d	e renseignements a .		
Rose Marino				
Telephone No No de téléphone	Fax No	No de FAX:		
403-760-1319	403-762	2-5057		
Destination of Goods, Services, Destinations des biens, services  See Herein				
Vendor/Firm Name and Addres				
Raison sociale et adresse du fou	rnisseur/de l	'entrepreneur :		
Telephone No No de telephone:				
Facsimile No N° de télécopieur:				
Name and title of person authorized Nom et titre de la personne autorisé l'entrepreneur				
		Title / Titre		
Name / Nom	Name / Nom			
Signature		Date		



Solicitation No: 5P421-15-0018

Date: May 1, 2014

#### **INVITATION TO TENDER**

#### IMPORTANT NOTICE TO BIDDERS

#### INSURANCE TERMS

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

#### BID SECURITY REQUIREMENTS

The amount of bid security required is 10% of the bid amount (\$2,000,000 maximum). See GI08 of R2710T - General Instructions – Construction Services – Bid Security

#### CONTRACT SECURITY REQUIREMENTS

The amount of a security deposit that is required in lieu of a performance bond is 20% of the contract amount.

See GC9.2 of R2890D - Types and Amounts of Contract Security

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

Following the repeal of the Fair Wages and Hours of Labour Act, clause R2940D will be non applicable for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable. As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC06.

CLAUSES REFERRED TO BY NUMBER (E.G. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE:

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

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## GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - R2710T (2014-03-01)

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 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 Integrity Provisions – Bid of General Instructions – Construction Services – Bid Security R2710T (2014-03-01). 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 Construction Services Bid Security R2710T (2014-03-01);
  - (d) Clauses & Conditions identified in "Contract Documents";
  - (e) Drawings and Specifications;
  - (f) Bid and Acceptance Form and related Appendices; 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 are 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:

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

#### 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 Construction Services Bid Security", enquiries should be received no later than ten (10) 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

There will be a site visit on May 14, 2014 at 10:00AM. Interested bidders are to meet at Operations Compound, 100 Hawk Avenue, Banff, Alberta.

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will not be accepted.

#### SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions – Construction Services – Bid Security". The facsimile number for receipt of revisions is 403-762-5057.

#### 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 emailing the bid receiving office at Rose.marino@pc.gc.ca or telephone: 403-760-1319.

#### SI07 NEGOTIATIONS

- In the event that the lowest compliant bid exceeds the amount of funding Canada has allocated for the construction phase of the work
  - (a) by 15% or less, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

#### 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 SI07 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.
- If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to tender

4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### SI09 CONSTRUCTION DOCUMENTS

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. 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-acg/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-acg/forms/documents/505.pdf

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

SACC Manual:

https://buyandsell.gc.ca/policy-and-quidelines/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

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

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

Solicitation No: 5P421-15-0018

Date: May 1, 2014

#### SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY REQUIREMENTS

There is no security requirement applicable to this contract.

#### **SC01 CHANGES TO CONTRACT DOCUMENTS**

The term "Engineer" is replaced with the term "Departmental Representative" in the Drawings and Specifications

#### SC03 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 fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### 2) Period of Insurance

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

#### 3) Proof of Insurance

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

#### 4) Insurance Proceeds

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

#### 5) Deductible

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

#### Solicitation No: 5P421-15-0018 Date: May 1, 2014

#### SC04 LABOUR

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

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

#### 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	(2014-03-01)
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2014-03-01);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions:		
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);

- (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No: 5P421-15-0018

Date: May 1, 2014

Banff Legacy Trail Flood Damage Repairs

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

#### **BA01 IDENTIFICATION**

1) Description of the Work:

Reconstruct a section of the Banff Legacy Trail along the Trans Canada Highway in Banff National Park. The work consists of armouring the floodway bank adjacent to the trail in accordance with the attached drawings and specifications.

2) Solicitation Number: 5P421-15-0018

BA02	BUSIN	IESS NAME AND ADDRESS OF BIDDER	
Name:			
Addres	ss:		
Teleph		Fax:	
BA03	THE C	FFER	
1)		for the above named project in accordance	ght of Canada to perform and complete the with the Bid Documents for the Total Bid
	\$		excluding GST/HST, which consists of
		(to be expressed in numbers only)	
	(a)	the Lump Sum Amount of \$ that subject to t to a Lump Sum Arrangemer Lump Sum Table) and;	for the portion of the Work (Amount transferred from Appendix 1 –

- 1) Any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices in The Unit Price Table shall be corrected by Canada in order to obtain the Total Estimated amount.
- Any errors in the addition of the amounts in subparagraph 1)(a) and 1)(b) of BA03 shall be corrected by Canada to obtain the Total Bid Amount.

#### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 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 ten (10) 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 - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

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

Banff Legacy Trail

Flood Damage Repairs

Date

Solicitation No: 5P421-15-0018

Date: May 1, 2014

Signature

Solicitation No: 5P421-15-0018

Date: May 1, 2014

#### **BID AND ACCEPTANCE FORM - APPENDIX 1**

### **LUMP SUM ARRANGEMENT TABLE**

The Lump Sum Arrangement Table designates the Work to which a Lump Sum Arrangement applies.

- (a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
- (b) Work included in each item is as described in the referenced specification section.

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
L1.0	Mobilization/Demobilization	1 LS		
L2.0	Floodway Debris Removal	1 LS		
L3.0 Prime Cost Sum		1 LS	25,000	25.000.00
L4.0	Detour Removal	1LS		
TOTAL LUMP SUM AMOUNT Transfer amount to subparagraph 1) (a) of BA03				\$

Solicitation No: 5P421-15-0018 Date: May 1, 2014

#### **BID AND ACCEPTANCE FORM - APPENDIX 2**

#### **UNIT PRICE TABLE**

- 1) The Unit Price Table designates the Work to which a Unit Price Arrangement applies.
- (a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
- (b) Work included in each item is as described in the referenced specification section.

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Est. Quantity	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
U1	Stripping	M3	1500		
U2	Granular Backfill	M3	5250		
U3	Base Course	M3	420		
U4	Class II Rip Rap	M3	6052		
U5	Asphalt Paving	M2	2265		
U6	Culvert Installation	М	100		
U7	Gate Installations	Ea	2		
U8	Seeding	M2	1000		

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications. Pricing for work not accounted for in the Unit Price Table including but not limited to Mobilization, De-Mobilization, etc. is to be included in their Lump Sum Price at Appendix 1 – Lump Sum Arrangement and transferred to their Total Bid Amount.

Solicitation No: 5P421-15-0018 Date: May 1, 2014

#### **BID AND ACCEPTANCE FORM - APPENDIX 3**

## COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS: PRINT DIRECTOR'S SURNAMES AND GIVEN NAMES				

#### **BID AND ACCEPTANCE FORM – APPENDIX 4**

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as		
required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

Mark "Yes" where applicable.

Date \_\_\_\_\_

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.
	(contractor), certify that I have read, understood and st that my firm, employees and all sub-contractors will comply with the requirements set out his document and the terms and conditions of the contract.
Nan	ne Signature

# ANNEX A

**INSURANCE TERMS** 

Solicitation No: 5P421-15-0018

Date: May 1, 2014

#### **CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Location of Work						Contract No.	
						Project No.	
Name of Insurer, Broker or Agent	Ad	dress (No., Street)		City	Province	Postal C	code
Name of Insured (Contractor)	Adı	dress (No., Street)		City	Province	Postal C	ode
Additional Insured							
Her Majesty the Queen in Right of Cana	da as represented by the Minister of the	Environment for the p	ourposes of the Pari	ks Canada Agency			
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability			
-				Per Occurrence	Annual Aggrega	General ate	Completed Operations Aggregate
Commercial General Liability				\$	\$		\$
Umbrella/Excess Liability				\$	\$		\$
Builder's Risk / Installation Floater				\$			
Pollution Liability				\$	Per Incid		Aggregate \$
Marine Liability				\$			
Aviation Liability				_	Per Incid		Aggregate \$
				\$	Per Occ	urence	
	sued by insurers in the course of their I	nsurance business in rance, including adva	Canada, are curre	 ntly in force and inclu ellation / reduction in	de coverage.		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)  Telephone Number						_	
							_
Signature				Date D	/M/Y		

Public Works and Government Services Canada

#### 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 coverages listed under the corresponding type of insurance on this page.

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

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

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

**Contractors Pollution Liability** 

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

#### 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.

#### Builder's Risk / Installation Floater

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

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

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

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

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds"

(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).

#### **Aviation Liability**

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.