

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency 1300 - 635 8 Ave SW Calgary, AB T2P3M3 Bid Fax: (403) 292-4475

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 therefor.

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 at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, 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 Suite 1300 635 – 8 Ave SW Calgary, AB T2P3M3

Title-Sujet Trans Canada Highway Paving Mount Revelstoke and Glacier National Parks					
Solicitation No No. de l'invitation 5P420-14-5079/A	Date: July 24, 2014				
GETS Reference No. – No de reference de SEAG	Client Ref. No. – No. de réf du client. n/a				
Solicitation Closes:					
F.O.B F.A.B. Plant-Usine: ☐ Destination: [☑ Other-Autre: □				
Address Inquiries to: - Adresser toute dema	nde de renseignements à :				
Nathaniel Pahl					
Telephone No No de téléphone	Fax No. – No de FAX:				
(403) 292-4572 (403) 292-4475					
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:					
See Herein – Voir ici					

TO BE COMPLETED BY THE BIDDER (type or print)

Vendor/Firm Name	
Address - Adresse	
	10.00
Name of person authorized to sign on beha Nom de la personne autorisée a signer au n	
Titale - Titre	
Telephone No N° de telephone:	
Facsimile No N° de télécopieur:	_
Signature	Date



Buyer - l'acheteur Nathaniel Pahl

Client Ref. No. - N° de réf. du client 5P420-14-5079

File Name - Nom du dossier Trans Canada Highway Paving – Mount Revelstoke and Glacier National Parks

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

INSURANCE TERMS

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

REMINDER

Changes to PST, GST, HST in British Columbia, Quebec, and Prince Edward Island

Bidders are reminded that there were changes to the Provincial Sales Tax (PST), Goods and Services Tax (GST), and Harmonized Sales Tax (HST) in the provinces of British Columbia (BC), Quebec (QC), and Prince Edward Island (PE). These were effective April 1, 2013.

"Applicable Taxes" are paid by Canada in accordance with the General Conditions. It is the bidder's responsibility to ensure their submission accounts for these changes. There will be no adjustment for any change to increase the Contract Amount due to these changes.

The Bidder is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes. The Bidder must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

It is the Bidders responsibility to incorporate the appropriate Place of Supply in accordance with the directives and bulletins of the Canada Revenue Agency: http://www.cra-arc.gc.ca/menu-eng.html

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 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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Buver - l'acheteur Nathaniel Pahl

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

The following GI's are included by reference and are available at the following Web Site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

GI01	Integrity Provisions – Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
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GI06	Registry and Pre-qualification of Floating Plant
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GI08	Bid Security Requirements
GI09	Submission of Bid
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GI11	Rejection of Bids
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GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

SC01	Security Related Requirements
SC02	Changes to Contract Documents
0000	Ingurance Torms

SC03 Insurance Terms

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

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2	
BA08	Signature
BA07	Bid Security
BA06	Construction Time
BA05	Acceptance and Contract
BA04	Bid Validity Period
BA03	The Offer
BA02	Business Name and Address of Bidder
BA01	Identification

Appendix 2 List of Directors Appendix 3 Attestation Form

Annex A **Certificate of Insurance Form**

File Name - Nom du dossier Trans Canada Highway Paving – Mount Revelstoke and Glacier National Parks

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 (2014-06-26). 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 (2014-06-26);
 - (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:

https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- 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 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

There is no site visit scheduled for this requirement.

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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) 292-4475**.

SI06 BID RESULTS

- 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.
- Following solicitation closing, bid results may be obtained by emailing the bid receiving office at nathaniel.pahl@pc.gc.ca or telephone: **(403) 292-4572.**

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
- 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 with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b). If negotiations or a re-bid are undertaken, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.

SI08 BID VALIDITY PERIOD

- 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.
- 3) 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.

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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§ion=text#appL

Buy and Sell:

https://www.achatsetventes-buyandsell.gc.ca/

Canadian Economic Sanctions:

http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913):

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

Bid Bond (form PWGSC-TPSGC 504):

http://www.tpsgc-pwgsc.gc.ca/app-acg/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):

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

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

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

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SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS

There is no security requirement applicable to this contract.

SC02 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 fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

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

3) Proof of Insurance

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

4) Insurance Proceeds

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

5) Deductible

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

File Name - Nom du dossier Trans Canada Highway Paving – Mount Revelstoke and Glacier National Parks

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	(2014-06-26)
GC2	Administration of the Contract	R2820D	(2014-06-26);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
Allow	able Costs for Contract Changes Under GC6.4.1	R2950D	(2014-06-26);
Supp	lementary Conditions		

- (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.
- 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.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.

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Trans Canada Highway Paving - Mount Revelstoke and Glacier National Parks

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

1) Description of the Work: Trans Canada Highway Paving – Mount Revelstoke and Glacier National

			Parks		
2) So	licitation	Number:	5P420-14-5079/A		
BA02	BUSIN	IESS NAME	AND ADDRESS OF BIDDER		
Name:					
Addres	ss:				
Teleph	one:				
Fax:					
Email:					
PBN:					
BA03	THE O	FFER			
1)			Her Majesty the Queen in right of of the distribution of the distr		
	\$			excluding GST	/HST
	(a)	the Lump S subject to a	um Amount of \$ Lump Sum Arrangement (Appendi	x 1 – Lump Sum	_for the portion of the Work n Table) and;
	(b)	the Total Es Work that is	stimated Amount of \$s subject to a Unit Price Arrangeme	nt (Appendix 1 -	for the portion of the Unit Price Table).
2)			tension of the Price per Unit and in shall be corrected by Canada in or		
3)	-		dition of the amounts in subparagra	. , , , ,	• •

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).

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BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work by October 31, 2014.

BA07 BID SECURITY

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

BA08 SIGNATURE	
Name and title of person authorized to sign on behalf	of Bidder (Type or print)
Signature	

File Name - Nom du dossier

Trans Canada Highway Paving - Mount Revelstoke and Glacier National Parks

APPENDIX 1 BID AND ACCEPTANCE FORM – PRICE FORM

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

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 the Lump Sum Table.

LUMP SUM TABLE

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Estimated Total Price GST/HST extra
1	01 25 20	Mobilization/De-mobilization	Lump Sum	1	\$
2	01 35 31	Traffic Accommodation	Lump Sum	1	\$
3	01 21 00	Prime Cost Sum 3a) Other itemssee specifications	Lump Sum	1	\$ 220,000.00
		\$			

UNIT PRICE TABLE

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
1	02 41 13.14	Milling to tie into existing asphalt pavement	square metres	2,500	\$	\$
2	32 12 16	2a) Class 1 Asphalt pavement MRNP: TCH km 9 – 12.5 2b) Class 1 Asphalt pavement GNP: TCH km 10 – 24.0	tonnes tonnes	11,500 5,000	\$ \$	\$ \$
	TOTAL UNIT PRICE AMOUNT Transfer amount to subparagraph 1) (b) of BA03					

TOTAL BID PRICE:	Ф.
Excluding Applicable Taxes	Ф

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.

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APPENDIX 2 BID AND ACCEPTANCE FORM – LIST OF DIRECTORS

COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER NOTE TO BIDDERS: WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES

1.			
0			
<u> </u>			
3.			
4.			
<u>5.</u>			
6.			
7.			
8.			
9.			
<u>10.</u>			
<u>11.</u>			
13.		 	

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APPENDIX 3 BID AND ACCEPTANCE FORM – ATTESTATION FORM

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

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

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)		
required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
[
Location of Work		
Canaral Description of Work to be Completed		
General Description of Work to be Completed		

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Mark "Yes" where applicable.

	eld to discuss hazards and access to the work place and all known and foreseeable
	entified to the contractor and/or subcontractor(s)
	ts subcontractor(s) will comply with all federal and provincial/territorial legislation
	olicies and procedures, regarding occupational health and safety.
	ts subcontractor(s) will provide all prescribed safety materials, equipment, devices
and clothing.	
	ts subcontractor(s) will ensure that its employees are familiar with and use all
	rials, equipment, devices and clothing at all times.
	ts subcontractor(s) will ensure that its activities do not endanger the health and
safety of Parks Canada	
	ts subcontractor(s) has inspected the site and has carried out a hazard assessment
	health and safety plan and informed its employees accordingly, prior to the
commencement of the	
	d/or its subcontractor(s) will be storing, handling or using hazardous substances in
	lace warning signs at access points warning persons of the presence of the
	ecautions to be taken to prevent or reduce any hazard of injury or death.
	ts 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 attest that
	sub-contractors will comply with the requirements set out in this document and
ne terms and conditions of	he contract.
lame	Signature
Nata	
Date	

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ANNEX A

INSURANCE TERMS

CERTIFICATE OF INSURANCE

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Description and Location of Work						Contract No.	. ugo . o. <u>-</u>				
						Project No.					
Name of Insurer, Broker or Agent	Add	Address (No., Street)			Province	Postal Code					
Name of Insured (Contractor)	Ado	Address (No., Street)			Province	ce Postal Code					
Additional Insured											
Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency											
Type of Insurance Insurer Name Inception Date Expiry Date Limits of Liability											
(Required when Checked)	and Policy Number	D/M/Y	D/M/Y	· ·							
-				rei Occurrence	Aggreg		Completed Operations Aggregate				
Commercial General Liability				\$	\$		\$				
Umbrella/Excess Liability				\$	\$		\$				
Builder's Risk /				\$							
Pollution Liability					Per Inc	ident	Aggregate				
Pollution Liability				\$	Per Oc	curence	\$				
☐ Marine Liability				\$							
Aviation Liability					Per Inc	ident	Aggregate				
Aviation Liability				\$	Per Oc	curence	\$				
				\$							
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.											
		3									
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					Telephone Number						
Tallio di polocii dalliolizza lo digii di bolidii di libatoloj (Olitori, Agolii, Diotor)											
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.

neral

Commercial General Liability

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

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

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) \$5,000,000 Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

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

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

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

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

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

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

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.

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.

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.