

Date

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

Sept.9 2014

Parks Parcs Canada Canada				
RETURN BIDS TO: RETOURNER LES SOUMISSIONS Á:	Title-Sujet Superintendents' House & Garage Roof Replacement			
Parks Canada Agency Contracts Officer Jasper National Park Box 10	Solicitation No No. de l'invitation 5P423-15-6646  GETS Reference No No de reference CPW-14-00652139			
Jasper, AB T0E 1E0	Solicitation Closes L'invitation prend fin –			
INVITATION TO TENDER APPEL D'OFFRES	at – á 02:00 PM on – le 30 September, 2014			
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	F.O.B F.A.B.  Plant-Usine: Destination: x  Address Inquiries to: - Adresser toute de  Margot Simpson			
price(s) set out therefor.  Soumission aux: l'Agence Parcs Canada  Nous offrons par la présente de vendre à Sa Majesté	Telephone No No de téléphone  780-852-6255  Destination of Goods, Services, and			

-6646 nce No. – No de reference de SEAG 52139 n Closes Time Zone Fuseau horaire on prend fin – :00 PM **Mountain Daylight Saving** Time (MDT) / heure avancée September, des Rocheuses (HAR)  $: \square$  Destination:  $x\square$  Other-Autre:  $\square$ ries to: - Adresser toute demande de renseignements à : npson - No de téléphone Fax No. - No de FAX: 780-852-6189 of Goods, Services, and Construction: la Reine du Chef du Canada, aux conditions Destinations des biens, services et construction: énoncées ou incluses par référence dans la présente at aux annexes ci-jointes, les biens, services et See Herein construction énumérés ici et sur toute feuille ciannexée, au(x) prix indiqué(s). Vendor/Firm Name and Address Comments - Commentaries Raison sociale et adresse du fournisseur/de l'entrepreneur : Vendor/Firm Name and Address Raison sociale et adresse du Telephone No. - No de telephone: fournisseur/de l'entrepreneur Facsimile No. - N° de télécopieur: Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de Issuing Office - Bureau de distribution l'entrepreneur Parks Canada Agency Title / Titre Name / Nom Jasper National Park Box 10 Jasper, AB T0E 1E0 Signature Date



#### **INVITATION TO TENDER**

#### **IMPORTANT NOTICE TO BIDDERS**

Solicitation No: 5P423-15-6646

#### **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 (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

### **TABLE OF CONTENTS**

Solicitation No: 5P423-15-6646

#### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Integrity Provisions Related Documentation
- 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 - 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
- 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 Bids
- 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 (SC)**

- SC01 Security Related Requirements
- SC02 Insurance Terms
- SC03 Changes to Contract Documents

#### CONTRACT DOCUMENTS (CD)

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

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Signature
- APPENDIX 1 COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER
- APPENDIX 2 ATTESTATION FORM
- ANNEX A CERTIFICATE OF INSURANCE FORM

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

Solicitation No: 5P423-15-6646

#### 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 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

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on Monday, September 22, 2014 at 1:00 pm at the site which is located at 510 Robson Street in Jasper National Park.

Bidders are requested to communicate with the Contracting Authority one (1) day before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

#### SI05 REVISION OF BID

Solicitation No: 5P423-15-6646

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 780-852-6189.

#### 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 Margot.simpson@pc.gc.ca or telephone: 780-852-6255.

#### 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

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

#### SI09 CONSTRUCTION DOCUMENTS

Solicitation No: 5P423-15-6646

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-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-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

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.tpsqc-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>

## **SUPPLEMENTARY CONDITIONS (SC)**

#### SC01 SECURITY REQUIREMENTS

Solicitation No: 5P423-15-6646

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 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

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#### 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)

Solicitation No: 5P423-15-6646

- 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>
- 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.

Solicitation No: 5P423-15-6646 Superintendents' House & Garage Roof Replacement

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

## **BA01 IDENTIFICATION**

Signature

1) Des	scription of the Work: S	uperintendents' House & Ga	rage Roof Replacement
2) Sol	licitation Number:	5P423-15-6646	
BA02	BUSINESS NAME A	ND ADDRESS OF BIDDER	
Name:	·		
Addres	:s:		
Teleph	one:	Fax:	PBN:
BA03	THE OFFER		
			ada to perform and complete the Work for the its for the <b>TOTAL BID AMOUNT</b> of
\$	·	excluding (	SST.
Amour	nt in numbers		
Work ir	ncludes all costs as des	scribed in the bid documents	including but not limited to Mob/Demob.
BA04	BID VALIDITY PERIO	OD	
The bio	d shall not be withdraw	n for a period of 30 days follo	wing the date of solicitation closing.
BA05	ACCEPTANCE AND	CONTRACT	
Canada		The documents forming the C	nding Contract shall be formed between Contract shall be the contract documents
BA06	CONSTRUCTION TIL	ME	
The Co	ontractor shall perform	and complete the Work no la	ter than November 28, 2014.
BA07	BID SECURITY		
		ecurity with its bid in accordants - Construction Services - Bi	nce with GI08 - Bid Security Requirements of d Security Requirements.
BA08	SIGNATURE		
Name a	and title of person auth	orized to sign on behalf of Bi	dder (Type or print)

Date

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

Solicitation No: 5P423-15-6646

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

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

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

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)			
required)			
Prime Contractor			
Subcontractor(s) (add additional fields as required)			
Cabosiniacion(e) (add additional noide de required)			
Location of Work			
General Description of Work to be Completed			

Mark "Yes" where applicable.

Solicitation No: 5P423-15-6646 Superintendents' House & Garage Roof Replacement

	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.			
l,	(contractor), certify that I have read, understood and			
atte	st that my firm, employees and all sub-contractors will comply with the requirements set out			
in th	is document and the terms and conditions of the contract.			
Non	ne Signature			
inali	ne Signature			
Date				

## **ANNEX A**

Solicitation No: 5P423-15-6646

## **INSURANCE TERMS**

## **CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Location of Work				Contract No.	
				Project No.	
Name of Insurer, Broker or Agent	Address (No., Stre	et)	City	Province Postal	Code
			01		
Name of Insured (Contractor)	Address (No., Stre	et)	City	Province Postal	Code
Additional Insured					
Her Majesty the Queen in Right of Ca	anada as represented by the Minister of the Environment fo	or the purposes of the Par	ks Canada Agency		
Type of Insurance (Required when Checked)	Insurer Name Inception Date and Policy Number D / M / Y	ete Expiry Date D / M / Y	Limits of Liability		
	,		Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability			\$	\$	\$
Umbrella/Excess Liability			\$	\$	\$
Builder's Risk /			\$		
Принастина				Per Incident	Aggregate
Pollution Liability			\$	Per Occurence	\$
☐ Marine Liability			\$		
				Per Incident	Aggregate
Aviation Liability			\$	Per Occurence	\$
			\$		
	issued by insurers in the course of their Insurance busin				
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					
Telephonic Number					
Signature Date D/M/Y					

Public Works and Government Services

## 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.