			T	
RETURN BIDS TO:	Title-Sujet Aubrey and Ced	Date October 2, 2014		
RETOURNER LES SOUMISSIONS Á:	Islands dock reconfigura and reconstruction - Th Islands NP		October 2, 2014	
Parks Canada Agency/ Contracts/ Procurement Services	Solicitation No No. de l'invitation 5P313-14-0730		No. – No. de réf du client.	
Fax #877-558-2349	GETS Reference No. – No de reference de SEAG			
Parks Canada 111 Water Street East Cornwall, ON K6H 6S3	Solicitation Closes L'invitation prend fin –  at – à 02:00 PM on – le October 15,	Time Zor Fuseau ho		
INVITATION TO TENDER	2014			
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 bartes the goods carries and construction.	F.O.B F.A.B.  Plant-Usine:  Destination:  Other-Autre:  Address Inquiries to: - Adresser toute demande de renseignements à :  Lynn Kalp lynn.kalp@pc.gc.ca			
attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.	Telephone No No de téléphone 613-938-5803	Fax No. – No de FAX: 866-246-6893		
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).	Destination of Goods, Services, a Destinations des biens, services e See Herein			
Comments - Commentaries	Vendor/Firm Name and Address Raison sociale et adresse du four		'entrepreneur :	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/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 autorisée l'entrepreneur	to sign on be	half of the Vendor/Firm	
Issuing Office - Bureau de distribution	-			
Parks Canada Agency 111 Water Street East	Name / Nom		Title / Titre	

Signature

Date

Cornwall, ON

K6H 6S3

#### 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 (E.G. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE: https://buvandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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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-quidelines/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

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GI17 Conflict of Interest-Unfair Advantage

### **SUPPLEMENTARY CONDITIONS (SC)**

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#### **CONTRACT DOCUMENTS (CD)**

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BA02 Business Name and Address of Bidder

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APPENDIX 1 - COMBINED PRICE FORM APPENDIX 2 - ATTESTATION FORM

APPENDIX 3 - CERTIFICATE OF INSURANCE FORM

ANNEX A - SPECIFICATIONS ANNEX B - BASIS OF PAYMENT

#### 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 (2014-09-25). 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 (2014-09-25);
  - (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-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 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 an optional site meeting at 10am on Wednesday October 8<sup>th</sup>, 2014. Contractors are to meet at the East Branch Ditch Bridge at Fort Henry. The Cedar Island Dock work will be described from this location. See attached map. Weather permitting and if Bidder's desire, the meeting will re-convene at the Gananoque Marina PUC Docks for a site visit to Aubrey Island work location. See attachment #6 for site visit map.

#### 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 (877)558-2349.

#### 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 lynn.kalp@pc.gc.ca or telephone: 613-938-5803.

#### SI07 NEGOTIATIONS

- 1) 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.
- 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.

#### 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-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-acg/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

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

#### 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	(2014-09-25)
GC2 Administration of the Contract	R2820D	(2014-09-25);
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);
Supplementary Conditions:		, ,,,
Allowable Costs for Contract Changes Under GC6 4.1	R2950D	(2014-06-26):

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

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

## **BA01 IDENTIFICATION**

1) Description of the Work: Aubrey and Cedar Islands dock reconfiguration and reconstruction - Islands NP							
2) Sol	icitation Number: 5	P313-14-0730					
BA02	BUSINESS NAME	AND ADDRESS OF BIDDER					
Name:							
Addres	s:						
Telepho	one:	Fax:	PBN:				
BA03	THE OFFER						
			ada to perform and complete the Wo				
	BID VALIDITY PE shall not be withdra		s following the date of solicitation closing.				
Upon a		ontractor's offer by Canada, a bi	nding Contract shall be formed betwo				
BA06	CONSTRUCTION	CONSTRUCTION TIME					
The Co	ntractor shall perfor	m and complete the Work by Ma	ay 15, 2015.				
	lder is enclosing bio	I security with its bid in accordar Services - Bid Security Requirer	nce with GI08 - Bid Security Requirer ments.	ments of R2710T - General			
BA08	SIGNATURE						
Name a	and title of person a	uthorized to sign on behalf of Bio	dder (Type or print)				
Signatu	ire		Date				

## **ANNEX A**

Please see attachments

**#1 Specifications** 

#2 Drawings

#3 Site Maps

**#4 Basic Impact Analysis** 

#5 Site visit map

#### Annex B

# BID AND ACCEPTANCE FORM APPENDIX 1 – COMBINED PRICE FORM (X Page(s))

- 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.

#### **LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work (including but not limited to Mob/Demob, etc) not included in the unit price table.

#### **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.
- (c) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

## Table A

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Est. Quantity	Price per Unit Applicable Taxes Extra	AMOUNT
1	AUBREY ISLAND	DEMOLITION AND DISPOSAL OF EXISTING STRUCTURES	LUMP SUM	N/A	N/A	\$
2	AUBREY ISLAND	ALUMINUM ACCESS RAMP	LUMP SUM	N/A	N/A	\$
3	AUBREY ISLAND	FLOATING DOCK AND FINGER PIERS	LUMP SUM	N/A	N/A	\$
4	AUBREY ISLAND	ANCHORAGE FOR FLOATING DOCK	LUMP SUM	N/A	N/A	\$
5	AUBREY ISLAND	TURBITITY CURTAINS	LUMP SUM	N/A	N/A	
	\$					

## Table B

1	CEDAR ISLAND	DEMOLITION AND DISPOSAL OF EXISTING STRUCTURES	LUMP SUM	N/A	N/A	\$
2	CEDAR ISLAND	ALUMINUM ACCESS RAMP	LUMP SUM	N/A	N/A	\$
3	CEDAR ISLAND	FLOATING DOCK AND FINGER PIERS	LUMP SUM	N/A	N/A	\$
4	CEDAR ISLAND	ANCHORAGE FOR FLOATING DOCK	LUMP SUM	N/A	N/A	\$
5	CEDAR ISLAND	TURBITITY CURTAINS	LUMP SUM	N/A	N/A	
	L EXTENDED Ang Applicable Taxes	\$				

## **TOTAL BID AMOUNT**

TOTAL BID AMOUNT TABLE A & B:	
Excluding Applicable Taxes	\$

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

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)		
ocation of Work		
eneral Description of Work to be Completed		
ark "Yes" where applicable.		

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

devices and clothing.

The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment,

		ontractor(s) will ensure that its employees are familiar with and use , equipment, devices and clothing at all times.
		ontractor(s) will ensure that its activities do not endanger the
		ontractor(s) has inspected the site and has carried out a hazard ace a health and safety plan and informed its employees encement of the work.
	substances in the work place, presence of the substances ar injury or death.	subcontractor(s) will be storing, handling or using hazardous it will place warning signs at access points warning persons of the any precautions to be taken to prevent or reduce any hazard of
	The contractor and/or its subconf any emergency procedures	ontractor(s) will ensure that its employees are instructed in respect applicable to the site.
	oyees and all sub-contractors will tions of the contract.	(contractor), certify that I have read, understood and attest that my comply with the requirements set out in this document and the terms
Name		Signature
Date		



Public Works and Government Services Canada

## **CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Location of	vvork				Contract No	).
					Project No.	
Name of Insurer, Broker or A	Agent		Address (No., S	Street)	City	
Province	Postal Code		,	,	ŕ	
Name of Insured (Contractor	r)		Address (No., S	Street)	City	
Province	Postal Code					
Additional Insured						
<b>77</b> 17 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
Her Majesty the Queen in I	Right of Canada as represented l	by the Minister of	the Environme	nt for the purposes	of the Parks Canad	a Agency
Type of Insurance	Insurer Name	Inception	Expiry Date		Limits of Liability	
(Required when Checked)	and Policy Number	Date D / M / Y	D/M/Y			
				Per Occurrence	Annual General	Completed
<b>☑</b> Commercial					Aggregate	Operations Aggregate
General				\$	\$	
Liability						\$
_				\$	\$	
Umbrella/E						\$
xcess Liability						
Builder's Risk /				\$		
Installation Floater						
- Toater					Per	Aggregate
Pollution				Incident		\$
Liability				\$	Per	
				Occurence		
☐ Marine Liability				\$		
_					Per	Aggregate
Aviation				Incident		\$
Liability				\$	Per	
				Occurence		
				\$		
			I			

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, a the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice coverage.		<b>)</b>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Nur	mber
Signature Y	Date D/f	М /

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.

### **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.
- 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.