



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency 200 – 3 Passage du Chien-d'Or Québec, QC G1R 3Z8

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 200-3 Passage du Chien-d'Or Québec, QC G1R 3Z8

Title-Sujet Replacement of Sump Pumps and Telecommunication Network Installation – Carillon Navigation Lock					
Solicitation No No. de l'invitation 5P214-14-1301/A Date: November 28, 2014					
GETS Reference No. – No de reference de SEAG			Client Ref. No. – No. de réf du client. n/a		
Solicitation Closes:					
at – á 02:00 PM	on – le December 17, 2014 Time Zone - Fuseau horaire EST				
F.O.B F.A.B. Plant-Usine: □ Destination: ☑ Other-Autre: □					
Address Inquiries to: - Adresser toute demande de renseignements à :					
Marilyn Bernier					
Telephone No No de téléphone Fax No No de FAX:					
(418) 648-4569 (418) 648-5392					
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:					
See Herein – Voir ici					

TO BE COMPLETED BY THE BIDDER À ÊTRE COMPLÉTÉ PAR LE FOURNISSEUR

Signature	Date
Facsimile No N° de télécopieur:	
Telephone No N° de telephone:	
Titale - Titre	
Name of person authorized to sign o Nom de la personne autorisée a sign	on behalf of the Vendor/Firm ner au nom du fournisseur/ de l'entrepreneur
Address - Adresse	
Vendor/Firm Name	



File Name - Nom du dossier

5P424-14-1301/A

Replacement of Sump Pumps and Telecommunication Network Installation - Carillon Navigation Lock

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

See related changes to GC2.1 of R2820D that have been included in the Standard Acquisition Clauses and Conditions (SACC)

INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced see Annex A. (Completed certificate is NOT required at bid closing)

BID SECURITY REQUIREMENTS

The amount of bid security required is 10% of the bid amount (\$2,000,000 maximum). See GIO8 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

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

File Name - Nom du dossier

Replacement of Sump Pumps and Telecommunication Network Installation - Carillon Navigation Lock

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- SI₀6 Bid Results
- SIO7 Insufficient Funding
- SIo8 Bid Validity Period
- SI09 Construction Documentation
- SI10 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-09-25)

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
- GIo2 Completion of Bid
- GIo3 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GIo5 Capital Development and Redevelopment Charges
- GIo6 Registry and Pre-qualification of Floating Plant
- GIO7 Listing of Subcontractors and Suppliers
- GIo8 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security related requirements
- SCo2 Insurance Terms

CONTRACT DOCUMENTS (CD)

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- BA02 Business Name and Address of Bidder
- BAo3 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
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- APPENDIX 1 COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY
 - DIRECTORS AND OR OWNER OF THE BIDDER
- APPENDIX 2 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY
- APPENDIX 3 ATTESTATION FORM
- ANNEX A CERTIFICATE OF INSURANCE

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SIO1 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section GIo1 Integrity Provisions - Bid of General Instructions - Construction Services - Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SIO2 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 Requirements R2710T (2014-09-25)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

SIO3 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, 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.

SIO4 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Carillon Navigation Lock, 230 du Barrage Street, St-André-d'Argenteuil, Quebec JoV 1X0 on **December 11 2014**. The site visit will begin at 10:30 *EST*.

Bidders are requested to communicate with the Contracting Authority no later than December 10 2014 at 13:00 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any

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Replacement of Sump Pumps and Telecommunication Network Installation - Carillon Navigation Lock

clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

SIO5 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 648-5392.

SIO6 BID RESULTS

- 1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2. Following solicitation closing, bid results may be obtained by calling at number (418) 648-4569 or emailing CSQ.Contrats@pc.gc.ca.

SIO7 INSUFFICIENT FUNDING

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for 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)

SIO8 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BAO4 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 SIo8 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 SIo8 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.

SIO9 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§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

Standard Acquisition Clauses and Conditions (SACC) Manual https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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

PWGSC, Code of Conduct and Certifications http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf

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

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

There is no security requirement applicable to this Contract.

SC02 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.

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

Schera Conamons and clauses		
GC1 General Provisions – Construction Services	R2810D	(2014-09-25);
GC2 Administration of the Contract	R2820D	(2014-09-25);
GC ₃ 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);
Allowable Costs for Contract Changes Under GC6 4.1	Ranson	(2014-06-26)

Allowable Costs for Contract Changes Under GC6.4.1 Supplementary Conditions

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.
- 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://buvandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Replacement of Sump Pumps and Telecom System - Carillon Navigation Lock

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name:			
Address:			
City:	Province / Territor	y:	Postal Code:
Telephone No.:		Fax No.:	
Procurement Business Number (Pl	BN) or Goods and Se	vices Tax (GST)	Number:
Contractor's Representative:			
Email Address:			
BA03 THE OFFER The Bidder offers to Canada to perwith the Bid Documents for the Totaxe(s).	tal Bid Amount of _	ne Work for the a	excluding applicable
BA04 BID VALIDITY PERIOD The bid shall not be withdrawn for BA05 ACCEPTANCE AND CO Upon acceptance of the Contractor and the Contractor. The document Contract Documents (CD).	a period of thirty (30 NTRACT 's offer by Canada, a	binding Contrac	t shall be formed between Canada
BA06 CONSTRUCTION TIME	E		
The Contractor shall perform and on otification of acceptance of the of		n or before Marc	h 31, 2015 from the date of
BA07 BID SECURITY The Bidder is enclosing bid security R2710T - General Instructions - Co			
BA08 SIGNATURE			
Name and title of person authorize Signature	d to sign on behalf of	Bidder (Type or	r print)

Buyer - l'acheteur Marilyn Bernier

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APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE BIDDER

NOTE TO BIDDERS WRITE DIRECTOR'S AND OR OWNERS SURNAMES AND GIVEN NAMES

1.			
2.			
3.			
<u>4.</u>			
5.			
9.			
10.			
<u>11.</u>			
12.			
13.			

APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD.

Contracting Authority is:			
	Contracting	Authoritzic	

Telephone : _____-

Name :	Marilyn Bernier			
Γitle :	A/Contracts and Procurement Advisor			
Department :	Parks Canada Agency			
Division:	Purchase and Supply Division			
Гelephone :	418- 648-4569			
e-mail :	CSQ.Contrats@pc.gc.ca			
<u> Fechnical Auth</u>	ority is : (To Be Provided at Contract Award)			
Name :				
Гitle :				
Department :				
Division :				

e-mail:_____

Appendix 3 – 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 Managan/Contracting Authority (delete as		
Project Manager/Contracting Authority (delete as required)		
required)		
Prime Contractor		
C-1 + (-) (- 11 - 11:+: 1 f-11 : - 1)		
Subcontractor(s) (add additional fields as required)		
	-	1
Location of Work		
General Description of Work to be Completed		

Buyer - l'acheteur Marilyn Bernier

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Replacement of Sump Pumps and Telecommunication Network Installation – Carillon Navigation Lock

Mark "Yes" where applicable.

	l to discuss hazards and access to the work place and all known and foreseeable
	ified to the contractor and/or subcontractor(s)
	ts subcontractor(s) will comply with all federal and provincial/territorial legislation
	cies 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
prescribed safety mate	ials, 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
	ealth and safety plan and informed its employees accordingly, prior to the
commencement of the	
	/or its subcontractor(s) will be storing, handling or using hazardous substances in
	ace warning signs at access points warning persons of the presence of the
	cautions 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	pplicable to the site.
т	(acutus stan) acutifath at I have used and acute ad and
I,	(contractor), certify that I have read, understood and
document and the terms and	s and all sub-contractors will comply with the requirements set out in this
document and the terms and	conditions of the contract.
Name	Cignatura
Name	Signature
Data	

ANNEX A - CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work						Contract No.	1 490 1 01 2	
,								
						Project No.		
Name of Insurer, Broker or Agent	Ad	ddress (No., Street)		City	Province	Postal (Code	
Name of Insured (Contractor)	Δ	ddress (No., Street)		City	Province	Postal (nde .	
Name of insured (contractor)	ne of Insured (Contractor) Address (No., Street) City Province Postal Code						, odd	
Additional Insured								
Her Majesty the Queen in Right of Co	anada as represented by the Minister of the	Environment for the	purposes 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		Lir	nits of Liability		
(required when enconed)	and Folloy Humber	D/W/	<i>D</i> / W/ / I	Per Occurrence		l General	Completed Operations	
W					Aggre	gate	Aggregate	
Commercial General				\$	\$		\$	
•								
Umbrella/Excess Liability				\$	\$		\$	
Builder's Risk /				\$				
Installation Floater					П		Aggregate	
Pollution Liability					Per Inc		\$	
				\$	Per Oc	curence		
☐ Marine Liability				\$				
marino Liability					Per Inc	ridont	Aggregate	
Aviation Liability				\$		curence	\$	
				Ψ	- Fel Oc	curence		
				\$				
	e issued by insurers in the course of their							
the applicable insurance coverages	stated on page 2 of this Certificate of Ins	urance, including adva	ance notice of canc	ellation / reduction in o	coverage.			
Name of person authorized to sign on b	pehalf of Insurer(s) (Officer, Agent, Broker)			Telephone N	umber		_	
	-							
Signature				Date D	/ M / Y		_	
Signature				Date D	/ 191 / 1			

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.