Solicitation No: 5P404-15050 Gravel Supply and Apply
Date: June 30, 2015 Riding Mountain National Park of Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency Lower Fort Garry NHSC 5925 Highway #9 St Andrews, Mb R1A 4A8 Bid Fax: (204) 482-5887

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 Lower Fort Garry NHSC 5925 Highway #9 St Andrews, Mb R1A 4A8

Title-Sujet		Date		
Gravel Supp & App, Riding Mountain National Park of Canada		July 2, 2015		
Solicitation No No. de l'invitation 5P404-15050				
GETS Reference No. – No de referen NA	nce de SEAG			
Solicitation Closes L'invitation prend fin –	Time Zone Fuseau horaire -			
at – á 02:00 PM on – le July 22, 2015	Central Daylight Savings Time (CDT)			
F.O.B F.A.B. Plant-Usine: □ Destination				
Address Inquiries to: - Adresser tout	te demande d	e renseignements à :		
R Bedard, CFSP Telephone No No de téléphone	Fax No	No de FAX:		
(204)-785-6081	(204)-785-6081 (204)-482-5887			
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:				
See Herein				
Vendor/Firm Name and Address	s			
Raison sociale et adresse du fournisseur/de l=entrepreneur				
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 l'entrepreneur				
Signature		Date		

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

INSURANCE TERMS

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

CLAUSES REFERRED TO BY NUMBER (I.E. R2410T) CAN BE FOUND AT THE FOLLOWING WEB SITE

 $\underline{\text{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R}$

Gravel Supply and Apply

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- SI07 **Bid Validity Period**
- Web Sites SI08

R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (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

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Gravel Supply and Apply Riding Mountain National Park of Canada

Solicitation No: 5P404-15050 Date: June 30, 2015

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 GI01 Integrity Provisions – Bid of General Instructions Construction Services, R2410T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI02 **BID DOCUMENTS**

- The following are the bid documents: 1.
 - (a) Invitation to Tender Page 1;
 - (b) Special Instructions to Bidders;
 - (c) General Instructions Construction Services, R2410T (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 R2410T 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-quidelines/standard-acquisition-clauses-and-conditionsmanual/5/R

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Tenders received by fax will be accepted as official. 3.

R2410T section GI07, add following paragraph;

- 5. Tenders received by fax will be accepted as official and must meet the following requirements
- (a) Must be completed on the Bid and Acceptance Form
- (b) Must indicate
 - Project number
 - Solicitation number
 - Bidder's name
 - Closing Date and Time
- (c) Must be received before tender closing time at fax number (204) 482-5887.

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the 1. Invitation to Tender – Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of R2410T, 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

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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 **REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI08 of R2410T. The facsimile number for receipt of revisions is (204) 482-5887.

SI05 BID RESULTS

- A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" 1. for the receipt of bids shortly after the time set for solicitation closing.
- 2. Following solicitation closing, bid results may be obtained by calling number. (204) 785-6081

SI06 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
- (b) 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 of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI07 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 SI08 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 SI08 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 GI09 of R2410T.

WEB SITES SI09

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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:

Buy and Sell

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

Canadian economic sanctions

Date: June 30, 2015

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/2913.pdf

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-acg/cndt-cndct/index-eng.html

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229) http://www.tpsqc-pwqsc.qc.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 CHANGES TO CONTRACT DOCUMENTS

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

SC02 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

There is no security requirement applicable to this Contract.

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.

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.

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.

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

GC1	General Provisions – Construction Services	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	R2550D	(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	R2884D	(2008-05-12);		
GC10	Insurance	R2900D	(2008-05-12);		
Allowable Costs for Contract Changes Under GC6.4.1		R2950D	(2014-06-26);		
Supplementary 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

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Gravel Supply and Apply
Riding Mountain National Park of Canada

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Signature

5P404-15050 Gravel Supply and Apply - Riding Mountain National Park of Canada

Name:	DDRESS OF BIDDER			
Address:				
City:	Province / Territory:	Postal Code:		
Telephone No.:	Fax No.:			
Procurement Business Number (Pl	BN) or Goods and Services Ta	ax (GST) Number:		
Contractor's Representative:				
Email Address:				
with the Bid Documents for the Tot		for the above named project in accordance		
BA04 BID VALIDITY PERIOD The bid shall not be withdrawn for a BA05 ACCEPTANCE AND CON	,	he date of solicitation closing.		
Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).				
BA06 CONSTRUCTION TIME				
The Contractor shall perform and cacceptance of the offer.	omplete the Work within ten (10) weeks from the date of notification of		
BA07 SIGNATURE				
Name and title of person authorized	d to sign on behalf of Bidder (Type or print)		

Date

Gravel Supply and Apply
Riding Mountain National Park of Canada

Solicitation No: 5P404-15050 Gravel S Date: June 30, 2015 Riding Mountain

BID AND ACCEPTANCE FORM – APPENDIX 1

STATEMENT OF WORK

1. Scope of Work:

The Contractor shall supply and apply gravel to roadways in Riding Mountain National Park as follows.

A. Highway #19 (from #10 highway to the East Gate)

29 km 2175 cubic yards

B. Lake Audy Road (from #10 hwy. Lake Audy Junction to the Lake Audy Warden Station)

31.3 km 2350 cu. yds

C. The Lake Audy Dam Road 1.2 km 100 cu. yds

D. Lake Audy Bison Enclosure perimeter loop

2.3 km. 175 cu. yds

E. Lake Audy Campground Road

1km 75 cu. yds

F. The road through 61A, (from 354 junction thru 61A to the Lake Audy junction)

3.5 km 350 cu. yds

Refer to Construction document "Gravel Locations" for a Park Map outlining the roadways above.

Gravel is to be spread along the road centerline in an 8 foot width, and in a uniform distribution throughout the length of the roads.

2. Meetings:

Upon Contract Award, the Contractor shall contact the Project Authority within 2 business days to discuss the work required and clarify client expectations and needs.

3. Reports and Deliverables:

Upon completion of the work, the Contractor is required to submit, to the Parks Canada Project Technical Authority, a signed invoice showing the following:

- A. contract number,
- B. contractor's name, address and GST or HST number
- C. period and work covered by the invoice

The Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) is included in the contract price. The GST or HST, to the extent applicable, will be incorporated into all invoices and will be paid by the Government of Canada.

4. Special Considerations:

4.1 GRAVEL - Sieve Sizes

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Date: June 30, 2015 Riding Mountain National Park of Canada

- A) One and 1/4 inch (1-1/4") crushed material meeting these specifications will be accepted.
- B) Aggregate and supplementary material shall consist of sound durable particles of stone, gravel, sand, and fines, free from sod, roots, loam, organic and other deleterious materials.
- C) The processed aggregate shall be well graded throughout. Sieve analysis must form a smooth particle size distribution curve when plotted on a grading chart. Gradation requirements are as follows:

CRUSHED GRAVEL

Tyler Standard Sieve Size	Percent of Total Dry Weight Passing Each Sieve			
19 mm	100 %			
12.5 mm	70 – 100 %			
4.75 mm	40 – 70 %			
425 μm	7 – 25 %			
75 μm	3-8%			

- D) For crushed material, the minimum acceptable crush count is to be 25 %. The crush count is defined as the percentage by weight of aggregate particles retained on a 4.75 mm sieve, which have at least one freshly fractured face.
- E) For crushed material, the maximum allowable shale content is to be 15%. The shale content is defined as the percentage by weight of aggregate particles retained on a 4.75 mm sieve, which are shale particles.
- F) Contractors may be required to provide sieve data from each pit location.
- 4.2 GRAVEL Quality Control and Measurement
 - A) Any material not meeting the requirements of the specifications outlined in Section 7.3 above is subject to immediate rejection by the Project Authority.
 - B) Gravel measurement will be carried out by Parks Canada staff on site.
 - C) Gravel may be subject to sampling and analysis by Parks Canada staff at the time and place of production or at the gravel pit, prior to delivery.
- 4.3 GRAVEL Environmental Requirements
 - A) One of the objectives of Riding Mountain National Park is to minimize the spread of invasive alien plants throughout the Park.

Examples of Invasive Species

- leafy spurge (Euphorbia esula)
- purple loosestrife (Lythrum salicaria)
- scentless chamomile (Matricaria maritama)
- common burdock (Arctium minus)
- B) Prior to starting the work, the successful contractor shall identify pit location(s). A Parks Canada staff representative will check the identified pit locations for the occurrence of invasive alien plants. Approval to use the identified pit locations may be denied if there are invasive alien species found. It will be the responsibility of the successful bidder to find an alternative approved location.
- 4.4 GRAVEL Application

Gravel Supply and Apply

Solicitation No: 5P404-15050 Date: June 30, 2015 Riding Mountain National Park of Canada

- A) All gravel trucks to be used on the highways and roads are to be "belly dump".
- B) Each "belly dump" gravel truck is to have a volume of 20 (twenty) cubic yards per load. This volume is to be kept consistent for each "belly dump" gravel truck and other volumes of gravel will not be permitted.
- C) All posted speed limits are to be strictly followed.
- D) During the application, trucks will reduce speed to minimize gravel being carried into the grass shoulder.
- E) The contractor shall take care of all safety measures and place temporary warning road signs, specifically the WC-8R or WC-8L, at the beginning and end of each road being gravelled to warn road users and travelling public that trucks will be entering, leaving, and/ or crossing the road.
- F) Contractor's trucks are required to turn around only at maintained intersections or approaches. Turnarounds are not permitted on road shoulders. Failure to comply with this requirement will result in enforcement action.
- G) Work is to occur during daylight hours only.
- H) All equipment is to be in sound working order, free of excessive oil or fuel leaks, and with all required safety devices fully operational.
- I) Contractors who travel on or use the Keeseekoowenin Ojibway First Nation (Reserve Road 61A) must have approval by the Keeseekoowenin Ojibway First Nation authorities.

5. Acceptance Criteria:

The work will be monitored regularly for adherence to the work plan and to approve any modifications which may be required. Acceptance will be determined following examination, satisfactory completion and acceptance of the work by the Technical Authority.

ADDITIONAL INFORMATION

1. Security Classification:

All work is unclassified and the contractor will not have access to any classified information

2. Intellectual Property

There is no Intellectual Property associated with this requirement.

3. Duration of Contract:

Contract Start Date: At Contract Award

Contract End Date: September 30, 2015 Gravel Supply and Apply Riding Mountain National Park of Canada

Solicitation No: 5P404-15050 Date: June 30, 2015

Gravel Supply and Apply
Riding Mountain National Park of Canada

BID AND ACCEPTANCE FORM – APPENDIX 2

ATTESTATION FORM

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

Gravel Supply and Apply Riding Mountain National Park of Canada

Mark "Yes" where applicable.

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

Gravel Supply and Apply Riding Mountain National Park of Canada

ANNEX A

INSURANCE TERMS

Solicitation No: 5P404-15050

Date: June 30, 2015

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	Addres	s (No., Street)		City	Province	Postal Code		
Name of Insured (Contractor)	Addres	s (No., Street)		City	Province	Postal Code		
Additional Insured								
	nada as represented by the Minister of the Env	vironment for the r	ournoses of the Parl	ks Canada Aaoney				
				as Canada Agency				
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	nception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability				
_				Per Occurrence	Annua Aggreç	l General gate	Completed Operations Aggregate	
Commercial General Liability				\$	\$		\$	
Umbrella/Excess Liability				\$	\$		\$	
Builder's Risk /				\$,			
Pollution Liability					Per Inc		Aggregate	
Pollution Liability				\$	Per Oc	curence	\$	
☐ Marine Liability				\$				
☐ Aviation Liability					Per Inc		Aggregate \$	
Aviation Liability				\$	Per Oc	curence	Ψ	
				\$				
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.								
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Telephone Number								
Signature				Date D /	M / Y		-	
Signature				Dale D/	IVI / I			

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.

eral 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.