



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency Lower Fort Garry National Historic Site of Canada 5925 Highway #9 St Andrews, MB R1A 4A8

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 ciannexée, 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 National Historic Site of Canada 5925 Highway # 9 St Andrews, MB R1A 4A8

| Title-Sujet | | D (| | |
|--|--|-----------------------------|--|--|
| | to Roso | Date | | |
| Agassiz Ski Lift Concrete Base Removal – Riding Mountain | | Navambar 25 | | |
| National Park of Canad | | November 25, 2015 | | |
| Tradional Lark of Canad | a | 2015 | | |
| Solicitation No No. de l'invitation | Client Ref. | No. – No. de réf du client. | | |
| 5P404-15141 | 5P404- | 15141 | | |
| | GETS Reference No. – No de reference de SEAG | | | |
| NA | | | | |
| Solicitation Closes | Time Zone | | | |
| L'invitation prend fin – | Fuseau horaire - | | | |
| at – á 02:00 PM | Control S | tandard Time (CST) | | |
| on – le | Central S | tandard Time (CST) | | |
| December 10, 2015 | | | | |
| December 10, 2010 | | | | |
| F.O.B F.A.B. | | | | |
| Plant-Usine: Destination | : X Other- | Autre: 🗆 | | |
| Address Inquiries to: - Adresser tou | | | | |
| Ron Bedard | | | | |
| Telephone No No de téléphone | Fax No | No de FAX: | | |
| | Fax No No de telephone | | | |
| (204)785-6081 | (204) 785-6081 (204) 482-5887 | | | |
| Destination of Goods, Services, | | | | |
| Destinations des biens, services | et constructi | on: | | |
| See Herein | | | | |
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| Vendor/Firm Name and Addres | :c | | | |
| Raison sociale et adresse du fou | | 'entrepreneur : | | |
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| Telephone No No de telephone: | | | | |
| Facsimile No N° de télécopieur: | | | | |
| Name and title of parson outhorized to sign on bahalf of the Vandar/Firm | | | | |
| 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 | | | | |
| | | | | |
| Name / Nom | Name / Nom | | | |
| Ivalue / Ivolii | | Title / Titre | | |
| | | | | |
| Signature | | Date | | |
| 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

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

INSTRUCTION ON HOW TO OBTAIN A PROCUREMENT BUSINESS NUMBER (PBN)

Canadian Bidders are requested to have a Procurement Business Number (PBN) before contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: https://buyandsell.gc.ca. For non-Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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R2410T GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES (GI) (2015-07-03)

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 Listing of Subcontractors and Suppliers

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GI14 Performance Evaluation

GI15 Conflict of Interest-Unfair Advantage

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BA03 The Offer

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ANNEX A - CERTIFICATE OF INSURANCE FORM

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 Gl01 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

Solicitation No: 5P404-15141 Date: 22 October 2015

- 1. The following are the bid documents:
 - (a) Invitation to Tender Page 1;
 - (b) Special Instructions to Bidders;
 - (c) General Instructions Construction Services, R2410T (2015-07.03);
 - (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.

 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-guidelines/standard-acquisition-clauses-and-conditions-manual/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.

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

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 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 provided.

- 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 MANDATORY SITE VISIT

There will be a site visit Wednesday, December 2, 2015, at 10:00 AM CST. Interested bidders are to meet at the Mount Agassiz Site in Riding Mountain National Park of Canada.

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by <u>Bidders who have not signed the</u> attendance sheet will not be accepted.

SI05 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.

SI06 BID RESULTS

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

SI07 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- (a) cancel the solicitation; or
- (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).

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.
- 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.

Date: 22 October 2015 Riding Mountain

- 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.

SI09 WEB SITES

Solicitation No: 5P404-15141

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

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

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

SUPPLEMENTARY CONDITIONS (SC)

SC01 CHANGES TO CONTRACT DOCUMENTS

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

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.

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 berein
- (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.

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.

Solicitation No: 5P404-15141

Date: 22 October 2015

1.

- CONTRACT DOCUMENTS (CD)
 - 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 | (2015-07-09); |
|--|--|--------|---------------|
| GC2 | Administration of the Contract | R2820D | (2015-02-25); |
| GC3 | Execution and Control of the Work | R2830D | (2015-02-25); |
| GC4 | Protective Measures | R2840D | (2008-05-12); |
| GC5 | Terms of Payment | R2550D | (2015-02-25); |
| GC6 | Delays and Changes in the Work | R2860D | (2013-04-25); |
| GC7 | 7 Default, Suspension or Termination of Contract | | (2008-05-12); |
| GC8 | iC8 Dispute Resolution | | (2008-05-12); |
| GC10 | Insurance | R2900D | (2008-05-12); |
| Allowable Costs for Contract Changes Under GC6.4.1 | | R2950D | (2015-02-25); |
| 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.
- 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.

Solicitation No: 5P404-15141 Date: 22 October 2015

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Solicitation No: 5P404-15141 Agassiz Ski Lift Concrete Base Removal – Riding Mountain National Park of Canada

| BA02 | BUSINESS NAME AND A | DDRESS OF BIDDER | | |
|--|-------------------------------|-----------------------------------|---------------------------------|--|
| Name: | | | | |
| Addres | ss: | | | |
| City: | | Province / Territory: | Postal Code: | |
| Teleph | Fax No.: | | | |
| Procur | ement Business Number (P | BN) or Goods and Services Tax | (GST) Number: | |
| Contra | ctor's Representative: | | | |
| Email | Address: | | | |
| BA03 THE OFFER The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ excluding GST/HST. (amount in numbers) | | | | |
| BA04 | BID VALIDITY PERIOD | | | |
| The bi | d shall not be withdrawn for | a period of 30 days following the | e date of solicitation closing. | |
| BA05 | ACCEPTANCE AND CON | TRACT | | |
| 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 complete the Work by March 31, 2016 | | | | |
| BA07 | SIGNATURE | | | |
| | | | | |
| Name | and title of person authorize | d to sign on behalf of Bidder (Ty | /pe or print) | |
| Signat | Signature Date | | | |

BID AND ACCEPTANCE FORM – APPENDIX 1

STATEMENT OF WORK

1. Title:

Agassiz Ski Lift Concrete Base Removal - Riding Mountain National Park of Canada

2. Background:

The Mount Agassiz Ski Area (MASA) in Riding Mountain National Park of Canada has been closed since 2000. The 2007 Riding Mountain National Park Management Plan indicated additional leases would not be granted for the purposes of downhill skiing in the park and the Mount Agassiz area would be rehabilitated.

The metal T-Bar lifts and double chairlift structures were removed in early 2015. The concrete bases for all of these structures were left on the slopes.

3. Objective:

Parks Canada requires a Contractor to remove concrete and debris from the ski hill slopes at Mount Agassiz in Riding Mountain National Park of Canada.

4. Scope of Work:

NOTE: For the Work described herein, all resulting disposable material must be removed from the Parks Canada site by the Contractor and disposed at a disposal site approved by the Parks Canada Project Authority

NOTE: All excavations must be backfilled and leveled once the concrete is removed. No planting is required. Refer to Section 7.1 below.

The Contractor must complete the following:

- 1. Removal of the large concrete blocks located at the tops of each slope (2 locations in total. Refer to attached SOW Annex 1 Lift Tower Blocks.
- 2. Partial removal of concrete pads located on the South East and West Slopes. Refer to attached SOW Annex 2 Concrete Pads Locations on South East and West Slope Locations.

Note: Size of pads is not to scale in the maps, just to show general area and quantity (approximately 40).

Concrete pads are the base of the previously dismantled chair lift towers and approximately 2-3ft by 2-3ft (varying sizes). Some are flush to ground and others are raised slightly (~1ft).

- 3. Filling of excavated areas with material provided by Project Authority.
- 4. Other minor additional debris removal as identified by the Project Authority.

5. Meetings:

- 1. Upon Contract Award, the Contractor must contact the Project Authority within 2 business days to discuss the work required and clarify client expectations and needs.
- 2. The Contractor must meet with the Project Authority on an "as and when required" basis as determined by the Contractor or Project Authority or their designate.

Arrangements for these "as and when required" meetings will be made via email or telephone conversation between the Contractor and Project Authority or their designate.

6. Reports and Deliverables:

- 1. The Contractor is required to submit, to the Project Authority, on or after the last day of the month, for each payment a signed invoice showing the following:
 - 1. Contract number.
 - 2. Contractor's name, address and GST number
 - 3. Period covered by the invoice

Unless otherwise indicated, the Goods and Services Tax (GST) is excluded from the contract price. The GST, to the extent applicable, will be incorporated into all invoices and will be paid by the Government of Canada.

7. Government Furnished Support/Equipment/Information:

Parks Canada will provide the following:

- 1. Parks Canada will provide appropriate fill material. Refer to Section 8.2 below.
- 2. Parks Canada will cover disturbed areas with appropriate vegetation.

8. Special Considerations:

- 1. The Contractor must consider a path of assent and choose equipment appropriate to the steep slopes of the hills.
- 2. Complete removal of concrete underground is not necessary or recommended. It is appropriate to chip out pads to a minimum 1 ft below the surface.
- 3. The Contractor must devise an appropriate plan for the crossing of any necessary equipment and debris over McKinnon Creek. This may include the building of a temporary crossing structure.

Note: Per Department of Fisheries and Oceans (DFO) regulations and the restricted activity window in place due to fall spawning in McKinnon Creek, equipment is not permitted to enter the waterway.

9. 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 final report by the Project Authority.

ADDITIONAL INFORMATION

1. Security Classification:

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

2. Intellectual Property

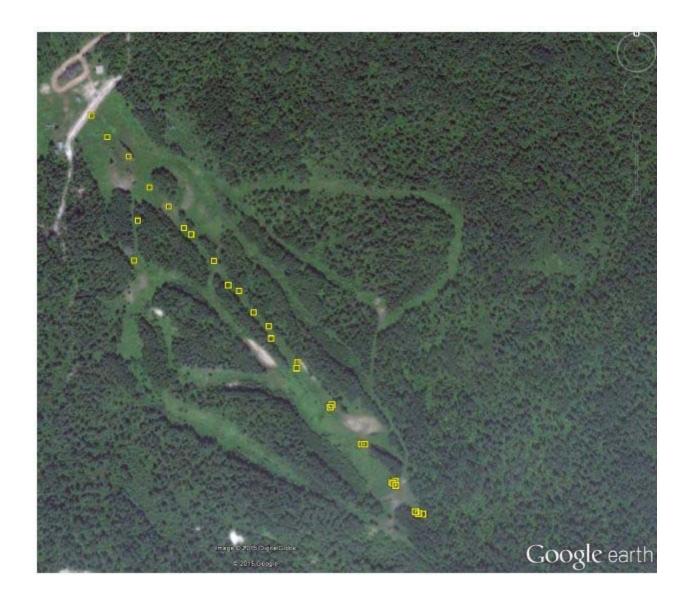
There is no Intellectual Property associated with this requirement.

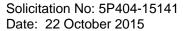
SOW Annex 1 – Lift Tower Concrete Blocks





SOW Annex 2 – Concrete Pads Locations on South East and West Slopes.







Solicitation No: 5P404-15141 Date: 22 October 2015

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

Solicitation No: 5P404-15141 Date: 22 October 2015

Mark "Yes" where applicable.

Date _____

| Name _ | Signature |
|--------|--|
| | (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 as and conditions of the contract. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site. |
| | 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) 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. |
| | 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) 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 provide all prescribed safety materials, equipment, devices and clothing. |
| | 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. |
| | 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) |

ANNEX A

INSURANCE TERMS

Solicitation No: 5P404-15141 Date: 22 October 2015

CERTIFICATE OF INSURANCE

Page 1 of 2

| Description and Location of Work | | | | | Contract I | No. | |
|---|---|-----------------------------|--------------------------|---------------------|-----------------------------|-----------------------------------|--|
| | | | | | Project No | D. | |
| | | | | | | | |
| Name of Insurer, Broker or Agent | A | ddress (No., Street) | | City | Province Po | ostal Code | |
| | | | | | | | |
| Name of Insured (Contractor) | A | ddress (No., Street) | | City | Province Po | ostal Code | |
| | | | | | | | |
| Additional Insured | | | | | | | |
| Her Majesty the Queen in Right of Canad | da as represented by the Minister of th | e Environment for the | purposes of the Par | rks Canada Agency | | | |
| Type of Insurance (Required when Checked) | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | | |
| | and relief Named | <i>5</i> / m / 1 | <i>5</i> / W / 1 | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate | |
| Commercial General Liability | | | | \$ | \$ | \$ | |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ | |
| Builder's Risk / | | | | \$ | - | | |
| Pollution Liability | | | | | Per Incident | Aggregate | |
| Pollution Liability | | | | \$ | Per Occurence | \$ | |
| ☐ Marine Liability | | | | \$ | | | |
| Aviation Liability | | | | | Per Incident | Aggregate | |
| Aviation Liability | | | | \$ | Per Occurence | \$ | |
| | | | | \$ | | | |
| 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. | | | | | | | |
| and approvation mean ance control ages on | on page 2 or and commons or and | g | | | g | | |
| Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Telephone Number | | | | | | | |
| Tolophoto Humbol | | | | | | | |
| | | | | | | | |
| Signature | | | | Date D | / M / Y | | |
| | | | | | | | |

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.
- 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.