

# RETURN BIDS TO:

#### RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency 1300 - 635 8 Ave SW Calgary, AB T2P3M3 Bid Fax: (403) 292-4475

# 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 Suite 1300 635 – 8 Ave SW Calgary, AB T2P3M3

Title-Sujet Miette Hot Springs Staff Accommodation Roofing Jasper National Park				
Solicitation No No. de l'invitation 5P420-15-5186/B  Date: January 25, 2016				
GETS Reference No. – No de reference de SEAG PW-16-00717883		uc	Client Ref. No. – No. de réf du client. n/a	
Solicitation	ı Closes:	•		
<b>at – á</b> 02:00 PM	on – le February 17, 2016 Time Zone - Fuseau horaire MST - HNR			
F.O.B F.A.B.  Plant-Usine: □ Destination: ☑ Other-Autre: □				
Address Inquiries to: - Adresser toute demande de renseignements à :				
Nicole Leve	esque-Welch – nicole.l	evesq	ue-welch@pc.gc.ca	
Telephone No No de téléphone			Fax No. – No de FAX:	
(403) 292-4691			(403) 292-4475	
	1691		(403) 292-4473	
	of Goods, Services, and des biens, services et co		ruction:	
	of Goods, Services, and s des biens, services et co		ruction:	

# TO BE COMPLETED BY THE BIDDER (type or print) À ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE (taper ou écrire en caractères d'imprimerie)

Vendor/Firm Name – Nom du four	nisseur/de l'entrepreneur
Address - Adresse	
Name of person authorized to sign Nom de la personne autorisée à sig	on behalf of the Vendor/Firm ner au nom du fournisseur/ de l'entrepreneur
Titale - Titre	
Telephone No N° de téléphone: _	
Facsimile No N° de télécopieur: _	
Signature	Date



File Name - Nom du dossier Miette Hot Springs Staff Accommodation Roofing – Jasper National Park

# **INVITATION TO TENDER**

# **IMPORTANT NOTICE TO BIDDERS**

#### **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

#### 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

# **INSURANCE TERMS**

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

Buyer - l'acheteur Nicole Levesque-Welch

Client Ref. No. - N° de réf. du client 5P420-15-5186

File Name - Nom du dossier

Miette Hot Springs Staff Accommodation Roofing – Jasper National Park

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# GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - R2710T (2015-07-03)

The following GI's are included by reference and are available at the following Web Site: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</a>

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File Name - Nom du dossier Miette Hot Springs Staff Accommodation Roofing – Jasper National Park

# SPECIAL INSTRUCTIONS TO BIDDERS (SI)

#### SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T (2015-07-03), the Bidder must provide with its bid, a completed <u>Declaration Form</u>, to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Declaration Form, to be given further consideration in the procurement process.

#### 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 (2015-07-03);
  - (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

- 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.

Buyer - l'acheteur Nicole Levesque-Welch

File Name - Nom du dossier Miette Hot Springs Staff Accommodation Roofing – Jasper National Park

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

5P420-15-5186

#### SI04 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 in the parking lot of the Staff Compound Building, on **February 3, 2016**. The Miette Hot Springs are located 61 km east of Jasper town site, 51 km west of Hinton and 336 km west of Edmonton. The site visit will begin at **1:00 pm** (MST).

Bidders are requested to communicate with the Contracting Authority before the site visit to confirm attendance and provide the name(s) of the person(s) who will attend. Site visit date is tentative base on snow conditions. Bidders must confirm with the Contracting Authority the day before the scheduled site visit if is road is accessible or not. 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 clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

#### SI05 REVISION OF BID

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 **(403) 292-4475**.

## 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 emailing the bid receiving office at <a href="mailto:nicole.levesque-welch@pc.gc.ca">nicole.levesque-welch@pc.gc.ca</a> or telephone: **(403) 292-4691.**

# SI07 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)

Buyer - l'acheteur Nicole Levesque-Welch

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#### SI08 BID VALIDITY PERIOD

- Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of 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
- 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-acg/forms/documents/2913.pdf

Bid Bond (form PWGSC-TPSGC 504):

http://www.tpsqc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf

Performance Bond (form PWGSC-TPSGC 505):

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506):

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf

SACC Manual:

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

Schedules of Wage Rates for Federal Construction Contracts:

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services:

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Buyer - l'acheteur Nicole Levesque-Welch

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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

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

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# SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY REQUIREMENTS

There is no security requirement applicable to this contract.

#### SC02 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

File Name - Nom du dossier Miette Hot Springs Staff Accommodation Roofing – Jasper National Park

# **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	(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	R2850D	(2015-02-25);		
GC6 Delays and Changes in the Work	R2865D	(2013-04-25);		
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);		
GC8 Dispute Resolution	R2880D	(2015-04-01);		
GC9 Contract Security	R2890D	(2014-06-26);		
GC10 Insurance	R2900D	(2008-05-12);		
Allowable Costs for Contract Changes Under GC6.4.1	(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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Buyer - l'acheteur Nicole Levesque-Welch

Client Ref. No. - N° de réf. du client 5P420-15-5186

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

#### **BA01 IDENTIFICATION**

Title: Miette Hot Springs Staff Accommodation Roofing – Jasper National Park

Solicitation Number: 5P420-15-5186/B

Work for this Contract comprises of removing the existing tar and gravel roof and installing an insulated standing seam metal roof for the Miette Hot Springs Staff Accommodation Building in Jasper National Park.

BA02	BUSINE	SS NAME AND ADDRESS OF BIDDER
Name:		
Addres	s:	
Teleph	one:	
Fax:		
Email:		
PBN:		
BA03	THE OF	FER
1)		der offers to Her Majesty the Queen in right of Canada to perform and complete the Work bove named project in accordance with the Bid Documents for the Total Bid Amount of
	\$	excluding GST/HST
		are reminded that it is their responsibility to include in their bid all work as described in the s and specifications.

#### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 30 days following the date of solicitation closing.

#### **BA05 ACCEPTANCE AND CONTRACT**

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 all Work by June 29, 2016.

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# **BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with Gl08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08	SIGNATURE	
Name a	and title of person authorized to sign on behalf of Bidder (Type or	r print)
Signatu	ire	Date

Buyer - l'acheteur Nicole Levesque-Welch

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# ANNEX A LIST OF DIRECTORS

COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER NOTE TO BIDDERS: WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES

1.			
2			
<u>3.</u>			
4.			
<u>5.</u>			
<u>6.</u>			
<u>7.</u>			
8.			
9.			
10.			
<u>11.</u>			
<u>12.</u>			
<u>13</u> .			

Buyer - l'acheteur Nicole Levesque-Welch

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#### ANNEX B 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 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		
Contral 2000 phon of 170 m to 20 completed		

Buyer - l'acheteur Nicole Levesque-Welch

Client Ref. No. -  $N^{\circ}$  de réf. du client 5P420-15-5186

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Mark "Yes" where applicable.

	meeting has been held to discuss hazards and access to the work place and all known and foreseeable azards have been identified to the contractor and/or subcontractor(s)
	ne 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.
Th	ne contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
Th	ne contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all escribed safety materials, equipment, devices and clothing at all times.
Th	ne contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and ifety of Parks Canada employees.
Th an	ne 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 symmencement of the work.
the	here a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in e work place, it will place warning signs at access points warning persons of the presence of the libstances and any precautions to be taken to prevent or reduce any hazard of injury or death.
Th	ne contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any nergency 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 ns and conditions of the contract.
Name _	Signature
Date	

# ANNEX C - CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work  Contract No.								
Description and Location of Work						Contract NO.		
						Project No.		
Name of Insurer, Broker or Agent	Λ	address (No., Street)		City	Province	Poeta	I Code	
Name of insurer, bloker of Agent	Addless (No., Sileet)			City	FIOVILICE	FUSIA	Code	
Name of Insured (Contractor)	Address (No., Street)			City	Province Postal Code			
Additional Insured								
, additional modera								
Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency								
Type of Insurance	Insurer Name	Inception Date	Expiry Date	Limits of Liability				
(Required when Checked)	and Policy Number	D/M/Y	D/M/Y	Per Occurrence	Per Occurrence Annual General Com		Completed Operations	
					Aggreg		Aggregate	
Commercial General				· ·	\$		\$	
Liability				\$	P		<b>D</b>	
Umbrella/Excess								
Liability				\$	\$		\$	
					l			
Builder's Risk /				\$				
Installation Floater					П		Aggregate	
Pollution Liability					Per Inc		\$	
- Foliation Liability				\$	Per Oc	curence	<b>4</b>	
П.,				\$				
Marine Liability				Ψ	_		Aggragata	
□ <b>A</b> • • • • • • • • • • • • • • • • • • •					Per Inc	cident	Aggregate	
Aviation Liability				\$		curence	\$	
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.								
the applicable matriance coverages stated on page 2 of this certificate of matriance, including advance notice of cancellation / reduction in coverage.								
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone Number				
Toopholo Hambo								
Signature				Date I	D/M/Y			

Public Works and Government Services

# **CERTIFICATE OF INSURANCE**

Page 2 of 2

#### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

# 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.