



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
B3J 1T3  
Halifax  
Bid Fax: (902) 496-5016

## INVITATION TO TENDER

## APPEL D'OFFRES

**Tender To: Public Works and Government Services  
Canada**

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: Travaux Publics et Services Gouvernementaux 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 et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
B3J 3C9  
Halifax  
Nova Scot

<b>Title - Sujet</b> Channel ReDredging - Glace Bay	
<b>Solicitation No. - N° de l'invitation</b> EB144-170754/A	<b>Date</b> 2016-06-24
<b>Client Reference No. - N° de référence du client</b> EB144-17-0754	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWA-310-5417
<b>File No. - N° de dossier</b> PWA-6-76032 (310)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-07-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Stevenson, Jacquelyn	<b>Buyer Id - Id de l'acheteur</b> pwa310
<b>Telephone No. - N° de téléphone</b> (902) 403-3520 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN HALIFAX NOVA SCOTIA B3J3C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **INVITATION TO TENDER**

### **IMPORTANT NOTICE TO BIDDERS**

#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI10.

#### **INTEGRITY PROVISIONS - BID**

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

#### **LISTING of SUBCONTRACTORS**

As per GI07 of R2710T you should provide using Annex D at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)**

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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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

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 (2016-04-04)
- 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 - 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>

### **SI02 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.

### **SI03 SITE VISIT**

There will be a **no site visit** as the site is open to the public.

### **SI04 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 **902.496.5016**

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#### **SI05 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 **902.496.5001**

#### **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 SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### **SI08 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. Additional copies, will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

#### **SI10 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.

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3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 3) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 3.

If you accept fill out and sign Appendix 3

*\* **The journey person-apprentice ratio** is defined as the number of qualified/certified journey persons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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## **SI11 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

### **Treasury Board Appendix L, Acceptable Bonding Companies**

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

### **Buy and Sell**

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

### **Canadian economic sanctions**

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

### **Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)**

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

### **Bid Bond (form PWGSC-TPSGC 504)**

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

### **Performance Bond (form PWGSC-TPSGC 505)**

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

### **Labour and Material Payment Bond (form PWGWS-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/contexte-context-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>

### **Declaration Form**

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **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.

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## 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 (2016-04-04);
  - GC2 Administration of the Contract- R2820D (2016-01-28);
  - GC3 Execution and Control of the Work R2830D (2015-02-25);
  - GC4 Protective Measures R2840D (2008-05-12);
  - GC5 Terms of Payment R2850D (2016-01-28);
  - GC6 Delays and Changes in the Work R2860D (2016-01-28);
  - GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
  - GC8 Dispute Resolution R2882D (2016-01-28);
  - GC9 Contract Security R2890D (2014-06-26);
  - 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>

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

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

## CHANNEL REDREDGING – GLACE BAY, NOVA SCOTIA R.082415.001

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### 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 INDICATED IN APPENDIX 1.**

### BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **30 (thirty) 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 the Work **during the period of November 01, 2016 to February 28, 2017.**

### BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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#### APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

#### LUMP SUM

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

- (a) Work included in the Lump Sum Amount represents **all work not included in the unit price table.**

<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax	
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#### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.  
(b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity (EQ)	Price per Unit applicable tax extra (PU)	Extended amount applicable tax extra (EQ x PU)
1	35 20 23	Dredging – Area A	CMPM	830		
2	35 20 23	Dredging – Area B	CMPM	4900		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax						

<b>TOTAL BID AMOUNT (LSA + TEA)</b> Excluding applicable tax
-----------------------------------------------------------------

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## APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

**List of names:** All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

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### **APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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#### **APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY**

##### **TO BE PROVIDED AT CONTRACT AWARD.**

##### Contracting Authority is :

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Department : \_\_\_\_\_

Division : \_\_\_\_\_

Telephone : \_\_\_\_- \_\_\_\_- \_\_\_\_\_

e-mail : \_\_\_\_\_

##### Technical Authority is :

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Department : \_\_\_\_\_

Division : \_\_\_\_\_

Telephone : \_\_\_\_- \_\_\_\_- \_\_\_\_\_

e-mail : \_\_\_\_\_



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**ANNEX A - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

## CERTIFICATE OF INSURANCE

Description and Location of Work  <b>CHANNEL REDREDGING – GLACE BAY, NS</b>	Contract No. <b>EB144-170754</b>
	Project No. <b>R.082415.001</b>

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor) Code	Address (No., Street)	City	Province	Postal
Additional Insured  <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Complete Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Marine Liability</b>				\$		

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 coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

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Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)  
Telephone number

Signature

Date D / M / Y

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## CERTIFICATE OF INSURANCE

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage 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.

### 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.

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**ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

*This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

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#### **ANNEX C - LISTING OF SUBCONTRACTORS**

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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**ANNEX D – Floating Plant Bid and Acceptance Form**

**Please see attached.**



## BID AND ACCEPTANCE FORM FLOATING PLANT

### DREDGES AND OTHER FLOATING PLANT

I/We declare that I/We have the following named plant for the performance of the Work and that the capacity as stated below applies to the materials and conditions specified for this project. I/We understand that the award of a contract by Public Works and Government Services Canada does not imply agreement with the claimed capacity but only confirms that the equipment meets the requirements of the floating plant clause as outlined below.

Name of Dredge		Official Registry No.	
*Type of Dredge	Capacity per Hour m3sm or m3pm	Length x Breadth m	
Draft m	Maximum Working Depth m	Minimum Working Depth m	
No. of Scows		Capacity of Each	
Tug	Official Registry No.	Length x Breadth x Draft m	
Name of Dredge		Official Registry No.	
*Type of Dredge	Capacity Per Hour m3sm or m3pm	Length x Breadth m	
Draft m	Maximum Working Depth m	Minimum Working Depth m	
No. of Scows		Capacity of Each	
Tug	Official Registry No.	Length x Breadth x Draft m	

\* **Note:** The Bidder will state whether the dredges are of dipper, backhoe, clamshell, orange peel, cutter suction or trailing suction hopper type.

Dredges or other floating plant used to perform the Work on this dredging project shall be on Canadian registry and of Canadian make or manufacture. A bidder with dredges or other floating plant not of Canadian make or manufacture is required to obtain a certificate of qualification in that respect from Industry Canada prior to submitting a bid and a true copy of such certificate shall be included with the bid documents. A request for a certificate of qualification shall be directed to: Director

Space and Marine Directorate  
Room: 709C, CD Howe Building  
235 Queen Street  
Ottawa, Ontario  
K1A 0H5  
Telephone: (343) 291-2107  
Email: [marine@ic.gc.ca](mailto:marine@ic.gc.ca)

and must be received by that official not less than fourteen (14) days prior to the closing date for the submission of bids. Floating plant qualified by Industry Canada may be accepted to perform the Work on this dredging project. Requests for certificates of qualification may be submitted in the form annexed hereto.



## BID AND ACCEPTANCE FORM FLOATING PLANT

Appendix  
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### REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

The Bidder will use a separate sheet for each unit of floating plant.

1. Name and Address of Owner	
2. Name and Address of Operator	
3. Name of Unit	
4. Canadian Registry No.	5. Type of Unit (dredge, tug, scow, pontoon, etc.)
6. Date of Canadian Registry	7. Date Unit Originally Built
8. Shipyard Where Unit Originally Built	
9. Record of work done to unit in Canada. For each major job show:	
Date	Shipyard
Type of Work	Cost
Country of Origin of Equipment Installed	

10. If unit has changed ownership show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

CORPORATE SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date