



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Brunswick  
E2L 2B9  
Bid Fax: (506) 636-4376

**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**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Bruns  
E2L 2B9

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Dredging-Loggicroft Harbour   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EC015-181391/A  | <b>Date</b><br>2017-09-21                                      |
| <b>Client Reference No. - N° de référence du client</b><br>EC015-181391   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$PWB-007-4189 |
| <b>File No. - N° de dossier</b><br>PWB-7-40077 (007)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2017-10-11</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Atlantic Daylight<br>Saving Time ADT   |  |
| <b>F.O.B. - F.A.B.</b><br><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><br>Ellis-Herring, Alison PWB  | <b>Buyer Id - Id de l'acheteur</b><br>pwb007                   |
| <b>Telephone No. - N° de téléphone</b><br>(506) 636-3908 ( )  | <b>FAX No. - N° de FAX</b><br>(506) 636-4376                   |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA<br>3RD FL.<br>1045 MAIN ST<br>MONCTON<br>New Brunswick<br>E1C1H1<br>Canada |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## INVITATION TO TENDER

Harbour Dredging  
Loggiecroft Harbour, New Brunswick

### IMPORTANT NOTICE TO BIDDERS

#### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

##### Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsqc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

#### SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Bidder's commitment to hire and train apprentices is available on Appendix 4.

#### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsqc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

#### ADDITION OF TERMINOLOGY

Take note of the additional paragraph included in clause R2810D identified in SC02.

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- SI02 Enquiries during the Solicitation Period
- SI03 Site Visit
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Web Sites

### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-04-27)

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 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
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### **ANNEX "C" - FORM - DREDGES AND OTHER FLOATING PLANT**

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

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2017-04-27)
  - 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.

1. 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**

Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [alison.ellis-herring@tpsgc-pwgsc.gc.ca](mailto:alison.ellis-herring@tpsgc-pwgsc.gc.ca) Except for the approval of alternative materials as described in G115 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 result in an answer NOT being provided.

2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will 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 must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 SITE VISIT**

Not applicable.

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is (506) 636-4376

### **SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.

3. Following solicitation closing, bid results may be obtained by calling / faxing at number. (506) 636-4358.

### **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.

### **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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, 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 electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

### **SI09 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>

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Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/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>

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

|      |  |        |               |
|------|--|--------|---------------|
| GC1  | General Provisions – Construction Services     | R2810D | (2017-08-17); |
| 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                             | R2880D | (2016-01-28); |
| GC9  | Contract Security                              | R2890D | (2014-06-26); |
| GC10 | Insurance                                      | R2900D | (2008-05-12); |
  - e. Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
  - f. Supplementary Conditions
  - g. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - h. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - i. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 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 contract award, 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.

### **SC02 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

#### **“Architectural and Engineering Services”:**

Mean's services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

#### **“Construction Services”:**

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Means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

**“Facility Maintenance Services”:**

Means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Harbour Dredging  
Loggiecroft Harbour, NB

### 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 must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### BA06 CONSTRUCTION TIME

The completion date is December 15, 2017.

### BA07 BID SECURITY

The Bidder must enclose 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

**APPENDIX 1 - COMBINED PRICE FORM**

- 1) The prices per unit will 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><br>Excluding applicable tax(s) | Not Applicable |
|---|----------------|

**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.

|   | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity (EQ) | Price per Unit applicable tax(s) extra (PU) | Extended amount (EQ x PU) applicable tax(s) extra |
|---|-------------------------|------------------------------------|---------------------|-------------------------|---|---|
| 1   | 31 23 13                | Site Works                         | Lump sum            | 1                       |   |   |
| 2   | 35 20 23                | Dredging                           | Square meter        | 9000                    |   |   |
| <b>TOTAL EXTENDED AMOUNT (TEA)</b><br>Excluding applicable tax(s) |                         |                                    |                     |                         |   |   |

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



### APPENDIX 3 - 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 |               |          |                         |

## APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

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

1. To encourage employers to participate in apprenticeship training, Bidders, 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. 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.
3. 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 on page 2 of 2 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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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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## Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

*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 B*

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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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB007

Client Ref. No. - N° de réf. du client  
R.082535.001

File No. - N° du dossier  
PWB-7-40077

CCC No./N° CCC - FMS No./N° VME

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



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Page 1 of 2

|   |                     |
|---|---------------------|
| <b>Description and Location of Work</b> | <b>Contract No.</b> |
|   | <b>Project No.</b>  |

|                                  |                       |      |          |             |
|----------------------------------|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
|----------------------------------|-----------------------|------|----------|-------------|

|                              |                       |      |          |             |
|------------------------------|-----------------------|------|----------|-------------|
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
|------------------------------|-----------------------|------|----------|-------------|

Additional Insured

*Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services*

| Type of Insurance   | Insurer Name and Policy Number | Inception Date<br>D / M / Y | Expiry Date<br>D / M / Y | Limits of Liability |                          |                                |
|---|--------------------------------|-----------------------------|--------------------------|---------------------|--------------------------|--------------------------------|
|   |                                |                             |                          | Per Occurrence      | Annual General Aggregate | Completed Operations Aggregate |
| <b>Commercial General Liability<br/>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.

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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#### 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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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 C**  
**FORM – DREDGES AND OTHER FLOATING PLANT**

**(2 Pages as 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<br><span style="text-align: center;">m3sm or m3pm</span> | Length x Breadth<br><span style="text-align: right;">m</span>         |  |
| Draft<br><span style="text-align: right;">m</span> | Maximum Working Depth<br><span style="text-align: right;">m</span>         | Minimum Working Depth<br><span style="text-align: right;">m</span>    |  |
| No. of Scows                                       |  | Capacity of Each  |  |
| Tug  | Official Registry No.  | Length x Breadth x Draft<br><span style="text-align: right;">m</span> |  |
| Name of Dredge                                     |  | Official Registry No.   |  |
| *Type of Dredge                                    | Capacity Per Hour<br><span style="text-align: center;">m3sm or m3pm</span> | Length x Breadth<br><span style="text-align: right;">m</span>         |  |
| Draft<br><span style="text-align: right;">m</span> | Maximum Working Depth<br><span style="text-align: right;">m</span>         | Minimum Working Depth<br><span style="text-align: right;">m</span>    |  |
| No. of Scows                                       |  | Capacity of Each  |  |
| Tug  | Official Registry No.  | Length x Breadth x Draft<br><span style="text-align: right;">m</span> |  |

**\* 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

#### 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