



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Replacing English solicitation only as the French
copy was posted there.

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.É.)
Halifax
Nova Scot
B3J 1T3

Title - Sujet TC Atlantic WAV Project 2021 Projet de Transports Canada concernant les épaves et les bâtiments abandonnés de	
Solicitation No. - N° de l'invitation T2012-210034/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client T2012-21-0034	Date 2021-06-22
GETS Reference No. - N° de référence de SEAG PW-\$HAL-203-6167	
File No. - N° de dossier HAL-1-86017 (203)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-07-08 Heure Avancée de l'Atlantique HAA	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacDonald (HAL), Isabelle	Buyer Id - Id de l'acheteur hal203
Telephone No. - N° de téléphone (902) 403-9839 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation number :
T2012-210034
Client Ref. No. - N° de réf. du client
T2012-210034

Amd. No. - N° de la modif.
001
File No. - N° du dossier

Buyer ID - Id de l'acheteur
HAL203
CCC No./N° CCC - FMS No./N° VME

Solicitation Amendment 001

This solicitation amendment is issued because English version of the ITT didn't post correctly. No changes have been made to either the English or French ITT document.

La modification no 001

La présente modification est émise en raison de la version anglaise de l'appel d'offres n'afficher correctement. Aucun changement n'a été apporté à l'appel d'offres en français ou en anglais.

All other terms and conditions remain the same.

Toutes les autres modalités et conditions demeurent les mêmes.

INVITATION TO TENDER

Transport Canada Wrecked and Abandoned Vessels 2021

IMPORTANT NOTICE TO BIDDERS

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI05 for further Instructions.

SI08 Rights of Canada has been added

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.tpsgc-pwgsc.gc.ca/biens-property/divulgation-disclosure/psdic-ppci-eng.html>

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 <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

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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, R2410T (2020-05-28);
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions- Construction Services R2410T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

3. Additional Instructions:

Transport Canada requires the removal and disposal of 3 vessels. The vessel locations are as follows:

Lady Young – Deamings Island, NS
Lady Minas – Harbourville, NS
Unknown Vessel – Bay L'Argent, Nfld.

Bid and Acceptance Form:

For this Invitation to Tender, bidders are requested to submit a bid on one or more vessels. Bidders must submit a Bid and Acceptance Form for each vessel they are bidding on. Each vessel will be evaluated and awarded separately.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. 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 Isabelle.macdonald@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI13 of R2410T, enquiries should be received no later than 5 business 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, PWGSC will examine the content of the enquiry and will decide whether 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 REVISION OF BID

A bid may be revised by letter, epost Connect or facsimile in accordance with GI08 of R2410T. The facsimile number for receipt of revisions is 902-496-5016.

SI04 SUBMISSION OF BID

R2410T GI07 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by epost Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.

- b. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC is:

Atlantic (NS): TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- c. To submit a bid using epost Connect service, the Bidder must either:
- send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- receipt of a garbled, corrupted or incomplete bid;
 - availability or condition of the epost Connect service;
 - incompatibility between the sending and receiving equipment;
 - delay in transmission or receipt of the bid;
 - failure of the Bidder to properly identify the bid;
 - illegibility of the bid;
 - security of bid data; or,
 - inability to create an electronic conversation through the epost Connect service.
- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the

Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.

- j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

SI05 BID RESULTS

- 1. There will be no Public Opening for the purposes of this solicitation.
- 2. The responsive bid carrying the lowest price will be recommended for contract award(s).
- 3. Following solicitation closing, bid results may be obtained by calling number 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.

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 GI09 of R2410T.

SI08 RIGHTS OF CANADA

- 1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and

- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

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§ion=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_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>

R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) (2020-05-28)

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/R2410T/18>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Listing of Subcontractors and Suppliers
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage
- GI16 Code of Conduct for Procurement—bid

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	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION
Transport Canada Wrecked and Abandoned Vessels 2021

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
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 of

\$ _____ excluding Applicable Taxe(s).
(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 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 Contractor must perform and complete the Work by December 31, 2021.

BA07 SIGNATURE

--

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

--

Signature

--

Date

APPENDIX 2 - 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. 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 journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons 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.*

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 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:

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

Description and Location of Work	Contract No.
	Project No.

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				
<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	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability				\$		

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

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.

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.

ANNEX B - TRANSPORT CANADA – STATEMENT OF WORK

Wrecked Vessel – Unknown Vessel Bay L'Argent



Unknown vessel Bay L'Argent grounded (May 2019)

1.0 Requirement: Removal and Disposal of Vessel

Provide services (including all labour, materials and equipment) to remove and dispose the vessel *Unknown in Bay L'Argent*. This work is to include the safe and complete removal and upland disposal of the vessel. Any disturbances to the site (holes, depressions, grooves and/or ruts) caused by the removal of the vessel itself or by the equipment used to carry out the removal must be remediated to as close to the natural state of the surrounding environment as reasonably possible. All work is to be in accordance with all applicable environmental and labour / work safety legislation and regulations.

Potentially applicable legislation and regulations include, but are not limited to:

Federal

[Canadian Environmental Protection Act](#)
[Fisheries Act](#)
[Canada Labour Code](#)

Nova Scotia

[Nova Scotia Occupational Health and Safety Act](#)
[Nova Scotia Environment Act](#)

New Brunswick

[Clean Environment Act](#)
[Occupational Health and Safety Act](#)

Newfoundland and Labrador

[Environmental Protection Act](#)
[Occupational Health and Safety Act](#)

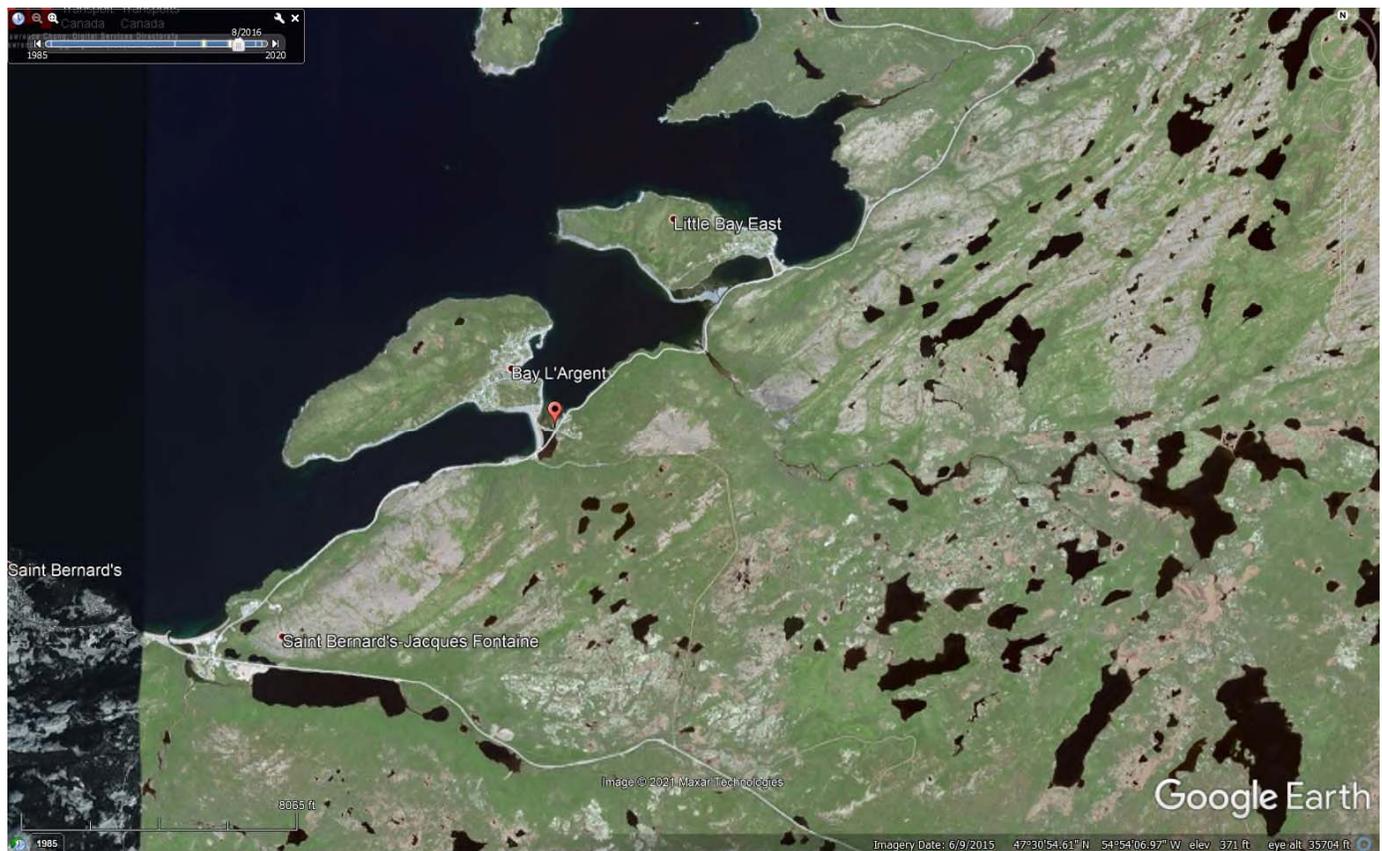
Prince Edward Island

[Environmental Protection Act](#)
[Occupational Health and Safety Act](#)

Note that while the vessel is deemed as having minimal to low or negligible risk of pollution or hazards threat, contractors must be prepared with adequate spill containment (booms and / or absorbent) to address potential hydrocarbon spill events that may result during removal activities. Contractors are responsible for containing and disposing of spills and releases and Transport Canada is to be notified immediately, and within 24 hours, in the event of a spill or release.

2.0 Location

Vessel is currently wrecked in Bay L'Argent, Newfoundland at approximately 47°32' 29.15"N X 054° 52'38.88"W. The wrecked vessel is sitting on a sandy shore with some hull damage and deterioration.



Red balloon indicates location of Unknown Vessel in Bay L'Argent

3.0 Vessel Particulars

Length: 11 m **Breadth:** Unknown **Gross Tonnage:** Unknown **Materials:** Fiberglass

4.0 Summary of Actions Required

1. Provide a detailed schedule of all removals for review and approval by Departmental Representative.
2. Inspect site and verify with Departmental Representative items designated for removal and items to be preserved.
3. Remove the vessel from the bed of the waterway as the contractor best sees fit, undertaking all work to all applicable regulations and requirements, including the removal, site protection, life safety and disposal.
4. Contractor to undertake any and all measures to ensure safety of the public from work of the Contract, including but not limited to: supply and installation of any barricades or traffic control measures required. Prevent damage to fencing, trees, landscaping, natural features, bench marks, existing buildings, existing pavement, utility lines, site appurtenances, etc. which are to remain. Make good any damage.
5. Do not damage root systems of existing trees, plants and shrubs which are to remain, by piling of surplus soil or debris over them, or by cutting when clearing.
6. If divers are used, dive operations must meet the requirements of the Canada Labour Code.
7. Break up and dispose of vessel at a provincially approved upland disposal site.

8. Remediate any disturbances to the site (holes, depressions, grooves and/or ruts) caused by the removal of the vessel itself or by the equipment used to carry out the removal to as close to the natural state of the surrounding environment as reasonably possible.

5.0 Project Schedule

Removal and disposal of the vessel must be completed by December 31, 2021.

6.0 Reporting Requirements:

The Contractor is required to contact the Navigation Protection Program office 7 days prior to beginning the removal and within 2 days of removing and disposing of the vessel. Contractor is to provide copies of receipts for disposal of the vessel to Transport Canada (weigh scale slips / tipping fee receipts etc) as documentation of disposal.

TRANSPORT CANADA – STATEMENT OF WORK

Wrecked Vessel – Lady Minas CFV-18993



Lady Minas CFV-18993 grounded (February 2020)

1.0 Requirement: Removal and Disposal of Vessel

Provide services (including all labour, materials and equipment) to remove and dispose the vessel *Lady Minas CFV-18993*. This work is to include the safe and complete removal and upland disposal of the vessel. Any disturbances to the site (holes, depressions, grooves and/or ruts) caused by the removal of the vessel itself or by the equipment used to carry out the removal must be remediated to as close to the natural state of the surrounding environment as reasonably possible. All work is to be in accordance with all applicable environmental and labour / work safety legislation and regulations.

Potentially applicable legislation and regulations include, but are not limited to:

Federal

[Canadian Environmental Protection Act](#)
[Fisheries Act](#)
[Canada Labour Code](#)

Nova Scotia

[Nova Scotia Occupational Health and Safety Act](#)
[Nova Scotia Environment Act](#)

New Brunswick

[Clean Environment Act](#)
[Occupational Health and Safety Act](#)

Newfoundland and Labrador

[Environmental Protection Act](#)
[Occupational Health and Safety Act](#)

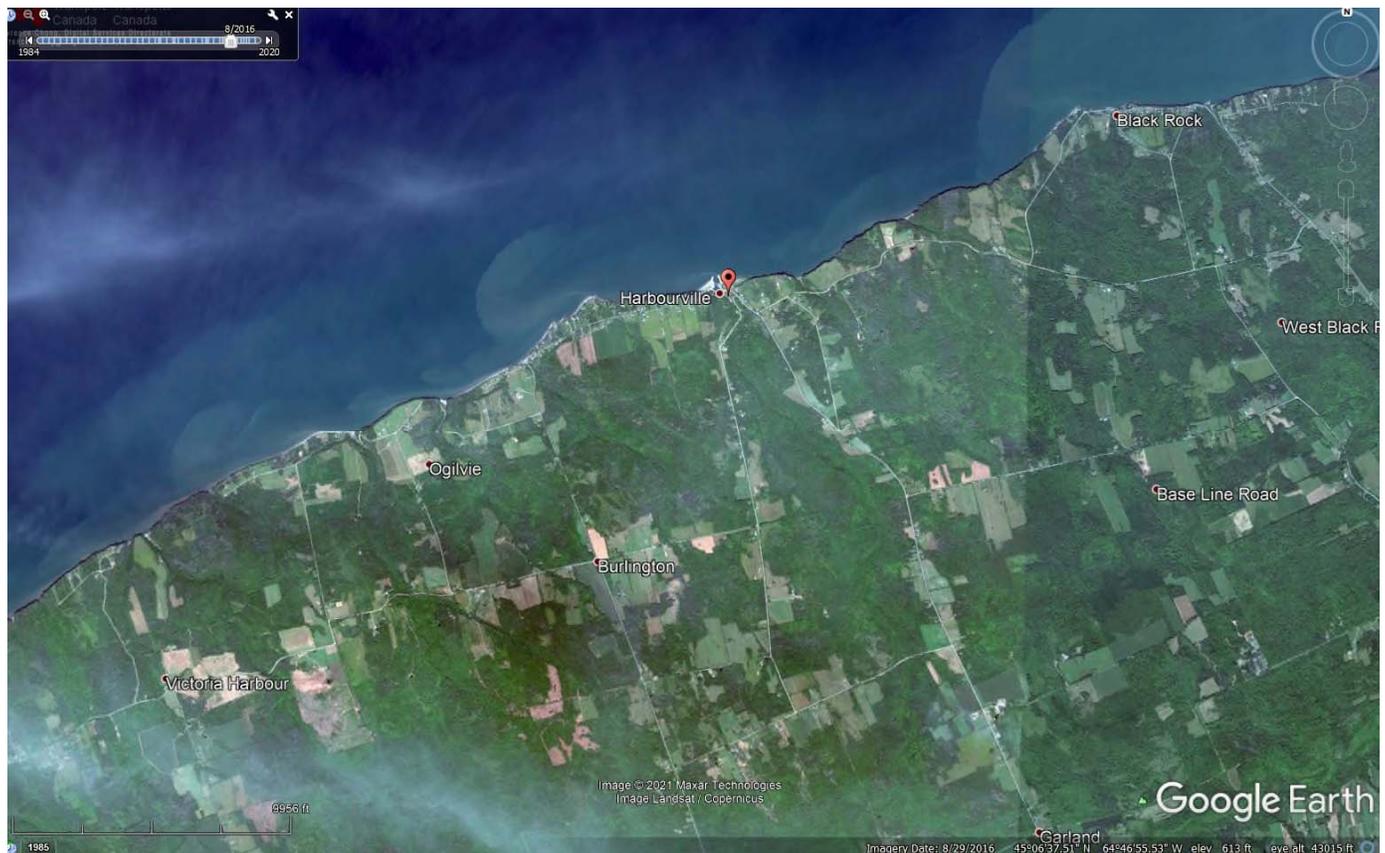
Prince Edward Island

[Environmental Protection Act](#)
[Occupational Health and Safety Act](#)

Note that while the vessel is deemed as having minimal to low or negligible risk of pollution or hazards threat, contractors must be prepared with adequate spill containment (booms and / or absorbent) to address potential hydrocarbon spill events that may result during removal activities. Contractors are responsible for containing and disposing of spills and releases and Transport Canada is to be notified immediately, and within 24 hours, in the event of a spill or release.

2.0 Location

Vessel is currently wrecked in on the Bay of Fundy in Harbourville, Nova-Scotia at approximately 45°09'03.14"N x 64°48'34.18"W. The wrecked vessel is sitting on a rocky riverbed with severe hull damage and deterioration.



Red balloon indicates location of the Lady Minas CFV-18993

3.0 Vessel Particulars

Length: 10.36 m **Breadth:** 3.65m **Gross Tonnage:** 23.1 t **Materials:** wood and fibreglass

4.0 Summary of Actions Required

1. Provide a detailed schedule of all removals for review and approval by Departmental Representative.
2. Inspect site and verify with Departmental Representative items designated for removal and items to be preserved.
3. Remove the vessel from the bed of the waterway as the contractor best sees fit, undertaking all work to all applicable regulations and requirements, including the removal, site protection, life safety and disposal.
4. Contractor to undertake any and all measures to ensure safety of the public from work of the Contract, including but not limited to: supply and installation of any barricades or traffic control measures required. Prevent damage to fencing, trees, landscaping, natural features, bench marks, existing buildings, existing pavement, utility lines, site appurtenances, etc. which are to remain. Make good any damage.
5. Do not damage root systems of existing trees, plants and shrubs which are to remain, by piling of surplus soil or debris over them, or by cutting when clearing.
6. If divers are used, dive operations must meet the requirements of the Canada Labour Code.
7. Break up and dispose of vessel at a provincially approved upland disposal site.

8. Remediate any disturbances to the site (holes, depressions, grooves and/or ruts) caused by the removal of the vessel itself or by the equipment used to carry out the removal to as close to the natural state of the surrounding environment as reasonably possible.

5.0 Project Schedule

Removal and disposal of the vessel must be completed by December 31, 2021.

6.0 Reporting Requirements:

The Contractor is required to contact the Navigation Protection Program office 7 days prior to beginning the removal and within 2 days of removing and disposing of the vessel. Contractor is to provide copies of receipts for disposal of the vessel to Transport Canada (weigh scale slips / tipping fee receipts etc) as documentation of disposal.

TRANSPORT CANADA – STATEMENT OF WORK

Wrecked Vessel – Lady Young



Lady Young grounded (April 2021)

1.0 Requirement: Removal and Disposal of Vessel

Provide services (including all labour, materials and equipment) to remove and dispose the vessel *Lady Young*. This work is to include the safe and complete removal and upland disposal of the vessel. Any disturbances to the site (holes, depressions, grooves and/or ruts) caused by the removal of the vessel itself or by the equipment used to carry out the removal must be remediated to as close to the natural state of the surrounding environment as reasonably possible. All work is to be in accordance with all applicable environmental and labour / work safety legislation and regulations.

Potentially applicable legislation and regulations include, but are not limited to:

Federal

[Canadian Environmental Protection Act](#)
[Fisheries Act](#)
[Canada Labour Code](#)

Nova Scotia

[Nova Scotia Occupational Health and Safety Act](#)
[Nova Scotia Environment Act](#)

New Brunswick

[Clean Environment Act](#)
[Occupational Health and Safety Act](#)

Newfoundland and Labrador

[Environmental Protection Act](#)
[Occupational Health and Safety Act](#)

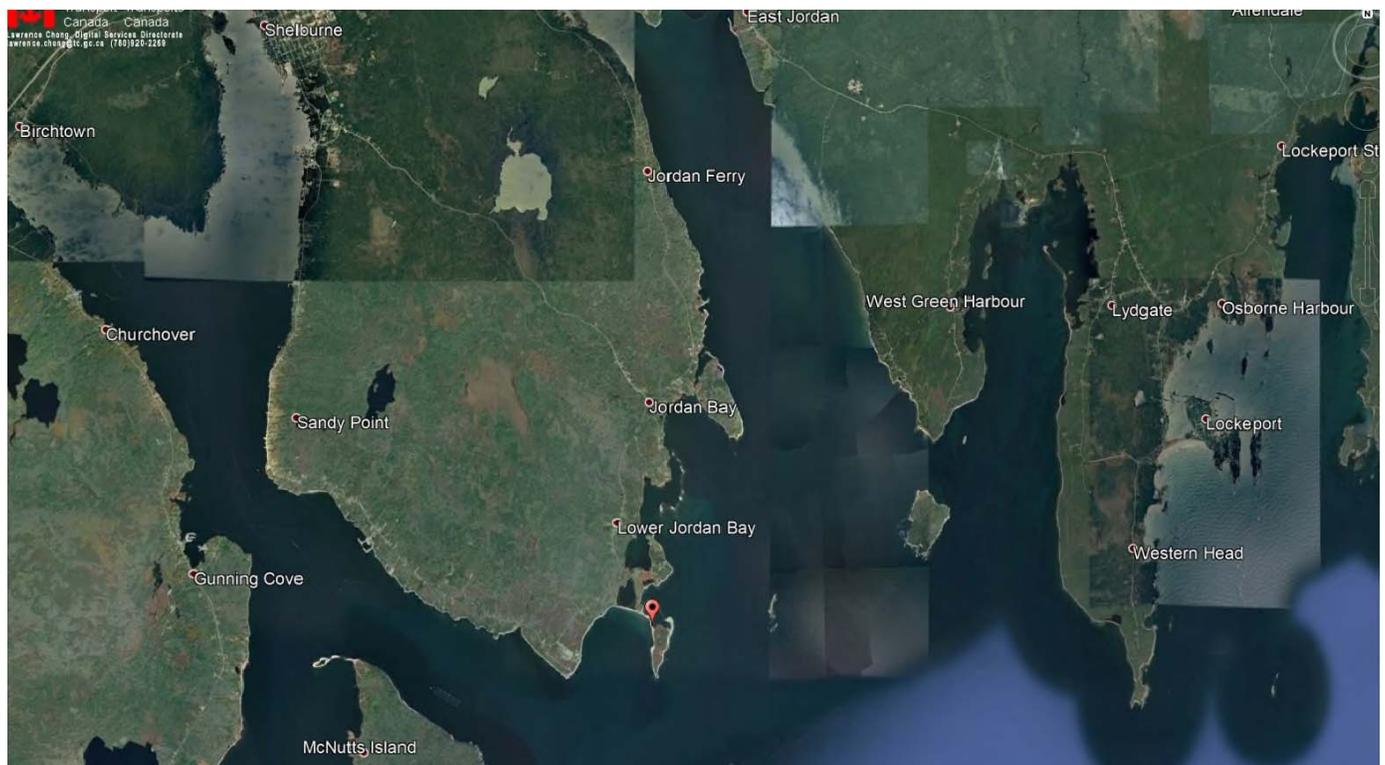
Prince Edward Island

[Environmental Protection Act](#)
[Occupational Health and Safety Act](#)

Note that while the vessel is deemed as having minimal to low or negligible risk of pollution or hazards threat, contractors must be prepared with adequate spill containment (booms and / or absorbent) to address potential hydrocarbon spill events that may result during removal activities. Contractors are responsible for containing and disposing of spills and releases and Transport Canada is to be notified immediately, and within 24 hours, in the event of a spill or release.

2.0 Location

Vessel is currently grounded on Deamings Island, Nova-Scotia at approximately 43°39'57.71"N X 65°14'14.28"W. The grounded vessel is sitting on a sandy shoreline with severe hull damage and deterioration.



Red balloon indicates location of the Lady Young

3.0 Vessel Particulars

Length: 15.5 m **Breadth:** 4m **Gross Tonnage:** 80.8 t **Materials:** wood and fibreglass

4.0 Summary of Actions Required

1. Provide a detailed schedule of all removals for review and approval by Departmental Representative.
2. Inspect site and verify with Departmental Representative items designated for removal and items to be preserved.
3. Remove the vessel from the bed of the waterway as the contractor best sees fit, undertaking all work to all applicable regulations and requirements, including the removal, site protection, life safety and disposal.
4. Contractor to undertake any and all measures to ensure safety of the public from work of the Contract, including but not limited to: supply and installation of any barricades or traffic control measures required. Prevent damage to fencing, trees, landscaping, natural features, bench marks, existing buildings, existing pavement, utility lines, site appurtenances, etc. which are to remain. Make good any damage.
5. Do not damage root systems of existing trees, plants and shrubs which are to remain, by piling of surplus soil or debris over them, or by cutting when clearing.
6. If divers are used, dive operations must meet the requirements of the Canada Labour Code.
7. Break up and dispose of vessel at a provincially approved upland disposal site.
8. Remediate any disturbances to the site (holes, depressions, grooves and/or ruts) caused by the removal of the vessel itself or by the equipment used to carry out the removal to as close to the natural state of the surrounding environment as reasonably possible.

5.0 Project Schedule

Removal and disposal of the vessel must be completed by December 31, 2021.

6.0 Reporting Requirements:

The Contractor is required to contact the Navigation Protection Program office 7 days prior to beginning the removal and within 2 days of removing and disposing of the vessel. Contractor is to provide copies of receipts for disposal of the vessel to Transport Canada (weigh scale slips / tipping fee receipts etc) as documentation of disposal.