

Travaux publics et Services gouvernementaux Canada

# **RETURN BIDS TO:**

# **RETOURNER LES SOUMISSIONS À:**

Bid Receiving Box/Boite de Réception des Soumissions 1st Floor/1ière étage, Suite 1212 100-1045 Main Street Moncton New Brunswick E1C 1H1

Bid Fax: (506) 851-6759

# 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

Acquisitions NB/PEI (Moncton Office) – Bureau d'acquisitions N.-B.Î.-P.-É. (Moncton) 1045 Main Street / 1045, rue Main Moncton New Bruns E1C 1H1

Title - Sujet Dredging Channel#4-Tabusinta	e Gully			
Solicitation No N° de l'invita		Date		
EC015-203029/A		2020-03	3-09	
Client Reference No N° de ré	éférence du client	GETS R	tef. No N° de réf. de SEAG	
EC015-203029		PW-\$P	WJ-004-5719	
File No N° de dossier PWJ-9-42154 (004)	CCC No./N° CCC - FM	IS No./N	° VME	
Solicitation Closes - at - à 02:00 PM on - le 2020-03-31	L'invitation pre	end fi	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
F.O.B F.A.B. Plant-Usine: Destination	n: 🗹 Other-Autre:		•	
Address Enquiries to: - Adress	ser toutes questions à	II.	Buyer Id - Id de l'acheteur	
Johnston (PWJ), Edward			pwj004	
Telephone No N° de télépho	ne	FAX N	o N° de FAX	
(506) 343-6382 ( )		(506) 8	506) 851-6759	
Destination - of Goods, Service Destination - des biens, service DEPARTMENT OF PUBLIC W	ces et construction:	IMENT :	SERVICES CANADA	
3RD FL. 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada				

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée			
See Herein				
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/o	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 carac Signature	tères d'imprimerie) Date			



Buyer ID - Id de l'acheteur PWJ004

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#### INVITATION TO TENDER

Dredging Channel No. 4
Tabusintac Gully, 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.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.tpsqc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html

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# R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

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
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- GI04 Applicable Taxes
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- GI18 Code of Conduct for Procurement—bid

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BA02 Business Name and Address of Bidder

BA03 The Offer

BA04 Bid Validity Period

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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 Bid Security Requirements R2710T (2019-05-30)
  - 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 - 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 Authority named on the Invitation to Tender Page 1 at e-mail address Edward.johnston@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in GI15 of R2710T, 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 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 OPTIONAL SITE VISIT

Not applicable.

#### 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 (506) 851-6759.

#### 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 (506) 851-7525.

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#### 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
  - continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
- The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

### SI08 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 <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL</a>

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) <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf</a>

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) <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf</a>

Standard Acquisition Clauses and Conditions (SACC) Manual

ITT (12-2019)

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

PWGSC, Industrial Security Services <a href="http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html">http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</a>

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 <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</a>

Declaration Form <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html</a>

Trade agreements <a href="https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements">https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements</a>

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# **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	R2850D	(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	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
Allowab	le 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:

  <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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# 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.

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# BID AND ACCEPTANCE FORM (BA)

### **BA01 IDENTIFICATION**

Dredging Channel No. 4 Tabusintac Gully, New Brunswick

<b>RA02</b>	IFGΔI	NAME AND	ADDRESS	OF RIDDER

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 no Documents for the TOTAL BID AMOUNT INDICATED IN APPENDIX 1.	
BA04 BID VALIDITY PERIOD  The bid must not be withdrawn for a period of 30 days following the date of solid	citation 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 beginning April 9, 2020 and must be completed by May 31, 2020.

#### **BA07 BID SECURITY**

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

BA08	SIGNATURE	
Name a	nd title of person authorized to sign on b	oehalf of Bidder (Type or print)
Signatur	re	Date

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### **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.

LUMP SUM AMOUNT (LSA)	Not applicable
Excluding applicable taxe(s)	

#### **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 Measur- ement	Estimated Quantity (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
1	35 30 23	Mobilization/Demobilization	Lump sum	1		
2	35 30 23	Dredging Outside	CMPM	10,000		
3	35 30 23	Dredging Inside	СМРМ	1,500		
TOTAL EXTENDED AMOUNT (TEA)  Excluding applicable taxe(s)						

# TOTAL BID AMOUNT (LSA +TEA) Excluding applicable taxe(s)

"Minimum Contract Value" means the Contractor will be paid a flat rate of \$40,000.00 to compensate for lost profit and all other related expenses if it is determined that no dredging is required

In the event that Canada does not request any work during the period of the Contract, Canada must pay the Contractor the Minimum Contract Value.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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### **APPENDIX 2 - INTEGRITY PROVISIONS**

(Text copied from the Ineligibility and Suspension Policy <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a> 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

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

• Bidders that are a partnership do not need to provide a list of names.

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

(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: <a href="www.cra-arc.gc.ca">www.cra-arc.gc.ca</a>. 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.

<sup>\*</sup> 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.

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

(page 2 of 2)

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 Note:

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

	CERTIFIC	ATE OF I	NSURAN	CE		
Travaux publics et Public Wo Services gouvernementaux Governm	orks and ent Services					Page 1 of 2
Canada Canada  Description and Location of Work						Contract No.
Dredging Channel No. 4 –	Tabusintac Gully					Project No.
Name of Insurer, Broker or Agent	Address (N	lo., Street)	City	Province	Postal (	Code
Name of Insured (Contractor)	Address (N	lo., Street)	City	F	Province	Postal Code
Additional Insured						
Her Majesty the Queen in Right	of Canada as represented l	by the Minister o	of Public Works a	ınd Government	Services	
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Lial	pility
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Marine Liability				\$		
				\$ □Per Incident □ Per Occure		Aggregate \$
				\$		
				\$ □Per Incident □ Per Occure		Aggregate \$
				\$		
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

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur PWJ004

Client Ref. No. -  $N^{\circ}$  de réf. du client R.109419.001

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# CERTIFICATE OF INSURANCE Page 2 of 2

#### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance 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 B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

(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 to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade

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# ANNEX"'C" - BID AND ACCEPTANCE FORM FLOATING PLANT

# BID AND ACCEPTANCE FORM FLOATING PLANT

Appendix Page 1 of 2

#### 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		Of	fficial Registry No.	
*Type of Dredge	Capacity per Hour		Length x Breadth	
		m3sm or m3pm		m
Draft	Maximum Working [	Depth	Minimum Working Depth	
m		m		m
No. of Scows		Capacity of Each		
		8		
Tug	Official Registry No.		Length x Breadth x Draft	
				m
Name of Dredge		Of	fficial Registry No.	
*Type of Dredge	Capacity Per Hour	â	Length x Breadth	
		m3sm or m3pm		m
Draft	Maximum Working [	Depth	Minimum Working Depth	
m		m		m
No. of Scows		Capacity of Each		
Tug	Official Registry No.		Length x Breadth x Draft	
				m

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

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.



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

# BID AND ACCEPTANCE FORM FLOATING PLANT

Appendix Page 2 of 2

# REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

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

1.11 1.11 60		A
1. Name and Address of C	)wner	
2. Name and Address of C	perator	
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
		The same state of the same
8. Shipyard Where Unit Or	iginally Built	
o. Onipyard Where Onit Or	Iginally built	
	***	
9. Record of work done to  Date	unit in Canada. For each ma	jor job show:
Date	Shipyard	
Type of Work		Cost
1)	4	
Country of Origin of Equip	ment Installed	
		*
10. If unit has changed ow	nership show name and curre	ent address of previous owner(s) for each modification
referred to in item 9 on	a separate page.	
		CORPORATE SEA
	· ·	
	Ø	
***	Signature	Date