REQUEST FOR PROPOSALS No. 24-003

Melrose Terrace Reservoir Repair

ISSUED: January 11, 2024

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on February 13, 2024

Submissions and Questions are to be directed to:
Rocky Chowdhury, M.Sc., P.Eng.
Project Engineer, Water Services
Email: rchowdhury@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proponent's Non-Mandatory Information Meeting:
Date: January 24, 2024
Time: 11:00am – 12:00pm (Local time)
Location: 3853 Melrose Rd, Qualicum Beach, BC V9K 2M9.
Note: Proponents must bring CSA approved rubber boots to enter the reservoir for inspection

Proposals will not be opened in public.

1. Instructions to Proponents

1.1 Closing Date/Time/Submission Method
Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on February 13, 2024.

Submission Method:

By Email: In PDF format with "24-003: Melrose Terrace Reservoir Repair**"** as the subject line at this electronic address:

rchowdhury@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

1.2 Amendment to Proposals
Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda and Questions & Answers
If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid (https://bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals
The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

1.5 Unsuccessful Vendors
The Regional District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time. Proponents must submit the request for debriefing within 15 calendar days after the RFP result is notified to the Proponent.

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to repair the potable water reservoir at the Melrose Terrace Water Service Area.

The work includes replacing the roof and the top row steel panels of the existing reservoir wall. The access hatch at one of the bottom row steel panels needs to be replaced as well.

The work is intended to be completed on or before August 30, 2024.

3. BACKGROUND

The 153 m^3 (33,656 Imp. gallon) potable water reservoir that serves the Melrose Terrace water service area residents is a bolted steel reservoir that was built in early 1990's. This reservoir is located at – **3853 Melrose Rd, Qualicum Beach, BC V9K 2M9**. Some of the reservoir components are in poor condition and need to be repaired to keep the reservoir in service.

4. SCOPE OF SERVICES

The scope of services includes, but not limited to:

1. Disassemble the reservoir roof and the top row steel panels of the reservoir wall and dispose of the disassembled materials. Please note the following:

    - Removing the bolts is the preferred option for disassembling the top row steel panels.

    - If unbolting is not possible, cut the top row steel panels with oxy acetylene torch with cutline being at 300mm (or at suitable height depending on the wall condition) above the joints of top and bottom row panels.

    - Upon inspection of the reservoir, the contractor may use any other alternative techniques of safely removing the top row steel panels and roof.

    - Dispose of scrap metals.

2. Provide material and labor to install a new roof and the top row steel panels of the reservoir wall and please note the followings -

    - Depending on how the top row steel panels are removed, welding may be necessary to reinstall the new top row steel panels with heights same as the removed panel sections.

    - The existing reservoir diameter is 6.57 m. There are 14 bolted steel panels at the each of top and bottom row of the wall and the size of each panel is 1.48m (width) x 2.45m (height).

- Install clog resistant vent near the center of the roof and have vent sufficiently elevated to prevent clogging by snow.
- Install a 24-inch square or round opening (with hatch) at the roof located near the reservoir wall with one of the considerations in selecting this opening location that there needs to be sufficient space near the reservoir to set up a portable ladder.
- Install guardrail near the roof opening. The guardrail details are given below.

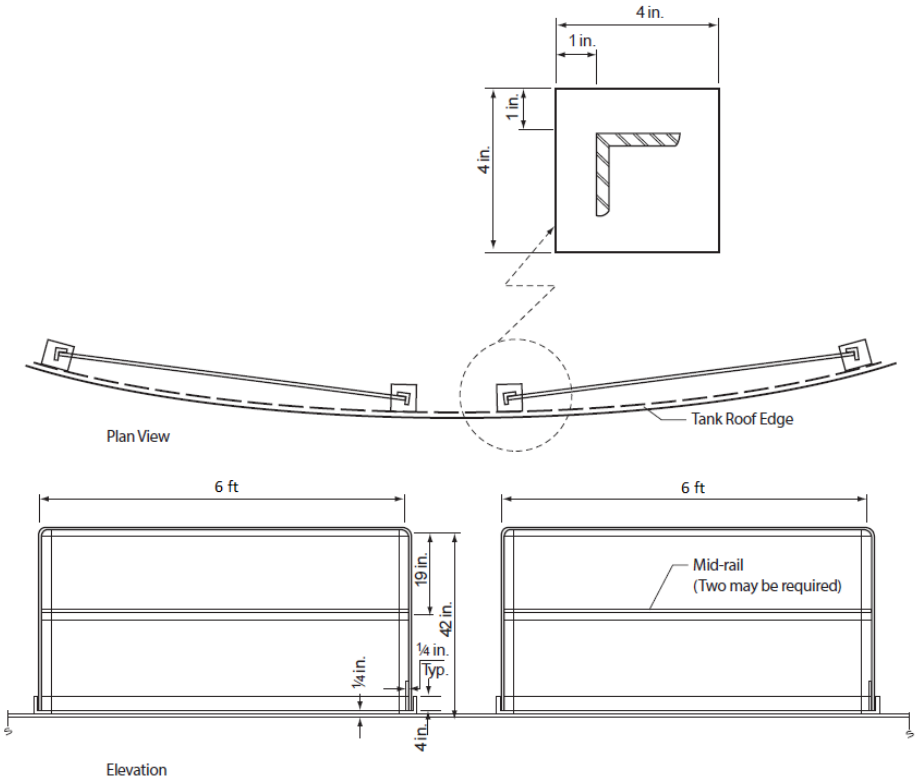


Figure 1: Guardrail details

3. Provide material and labor to replace the side access hatch (size: 70.9cm width x 126.7cm height) located at one of the bottom row steel panels. The existing hatch needs to be removed and a new access hatch needs to be installed on this spot.

4. Provide material and labor to replace interior piping and joints that are damaged during the replacement of top wall panels and roof.

5. Provide engineering and design services, as necessary, to complete the project.

6. Provide engineered and stamped drawings for the repair work and facilitate the Island Health construction permit approval process.

7. The interior side of the newly installed wall section and roof needs to be coated with NSF/ANSI Standard 61 rated material.

8. Exterior side of the newly installed wall section and roof needs to be coated as well with new wall section coating color to match closely with existing wall section.

9. The new wall panels may be bolted or welded.

10. Construct cast-in-place concrete floor sloped (minimum 5%) toward the drain at the center. The new concrete floor must be flush with the top of the drainpipe. The concrete must use NSF 61 certified cement and the 28-day compressive strength needs to be 20MPa.

    - Please consider this as an optional item and provide separate price for the concrete floor in the proposal.

11. Disinfect the reservoir, as per AWWA C652, after work is completed. RDN staff will collect water samples for bacteriological testing and get the samples tested from external lab at its own cost. However, it will be the Proponents responsibility to disinfect the reservoir properly until satisfactory bacteriological test results are obtained. Proponents cannot claim additional payment for multiple disinfections.

12. The contractor shall conduct hydrostatic test on the reservoir to check for any leakage. The hydrostatic test shall include filling the reservoir up to the overflow level, checking any noticeable leakage on the new exterior wall and checking the water level after 24 hours. There should not be any drop in water level in 24 hours. In case of leakage, the contractor will repair the leak.

13. The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

    a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;

    b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and

    c) General Requirements, Section 3.10 WorkSafe BC.

5. DELIVERABLES AND OUTCOMES

The followings are the deliverables –

1. Island Health Construction permit
2. Tank repairs as per Section 4 – Scope of services

6. CONTRACT SECURITY

If the *Owner* delivers a written notice ("*Notice of Intent to Award*") by which the *Owner* accepts the proposal, the proponent will, within 15 *Days* of receipt of the written *Notice of Intent to Award,* deliver to the *Owner*:

- a copy of the insurance certificates as specified in, Section 7 – Insurance, indicating that all such insurance coverage is in place.
- a "clearance letter" indicating that the proponent is in Worksafe BC compliance.
- a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Proposed Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner;

7. INSURANCE

Insurance requirement will be as per, CCDC 41 – CCDC Insurance Requirement, Publication Date: January 21, 2008

8. BUDGET

The project budget is $226,000 & GST.

9. REFERENCE/BACKGROUND INFORMATION

The following reference information is included as part of this RFP package –

a. 2016 Melrose Reservoir Inspection Report,
b. Melrose site layout.
c. Supplementary general conditions.
d. CCDC 41: CCDC Insurance Requirements 2008

10. SITE CONDITIONS, INFORMATIONAL MEETINGS AND SITE VISITS

Proponents, either personally or through a representative, have the responsibility to be knowledgeable of the Site. In submitting a Proposal a Proponent will be deemed to have made allowance for all factors relating to the Site that might affect the performance of the work, that would be apparent to a knowledgeable and experienced contractor from a visual inspection of the Site and a review of available materials and information, including the location of the Site, local conditions related to the work,

geotechnical and subsurface conditions, Site drainage, Site access, local weather, availability of labour, equipment and materials and any other relevant matters. (For clarity, except as may be expressly permitted in the Contract Documents, such required inspection will not include subsurface geotechnical investigations.) By submitting a Proposal, a Proponent will be deemed to have undertaken any required inspection and to have taken account of all such factors in the preparation of its Proposal. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the Site or factors as described in this Section which were reasonably foreseeable by a contractor qualified to undertake the work that was knowledgeable of, and had inspected, the Site and considered the factors listed in this Section.

There is power available on-site and RDN can provide water on the site, if required. Contractor will be responsible for any portable washroom on the work site.

The reservoir will be emptied, cleaned and ready for inspection for the proponents during the site meeting. The proponents who plan to enter inside the reservoir must bring CSA approved rubber boots and will need to step into a chlorine boot bath before entering the reservoir.

11. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

a) Corporate background, history, areas of expertise and practice of any corporate sustainability. (5 Point)

b) At least two but no more than 5 references involving similar work. The references of the highest ranked proponent may be contacted for confirmation. (10 Point)

c) Layout the plan to accomplish the project including method and sequence (25 Point)

d) Provide overall cost breakdowns and provide concrete floor pricing separately. (5 Point)

e) Proposed schedule of the work. (5 Point)

Proposals will be evaluated on the following basis 50% Technical, 50% Financial.

Financial evaluation will be done based on the total price (i.e. including concrete floor price). The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Min Cost/Cost x Fee Points.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

12. *PROPOSED PURCHASE CONTRACT*

The RDN's preferred form of Contract is CCDC14-2013 Design Build Stipulated Price Contract included by reference only as amended by the enclosed Supplementary General Conditions. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

13. GENERAL CONDITIONS

13.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

13.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

13.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

13.4 Conflict of Interest
Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

13.5 Solicitation of Board Members and RDN Staff
Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

13.6 Litigation Clause
The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter, or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

13.7 Exclusion of Liability
Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, because of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

13.8 Ownership of Proposals
All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

13.9 Freedom of Information
All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

REGIONAL DISTRICT OF NANAIMO

WESTERN TANK & LINING LTD.

YOUR CONTAINMENT **SPECIALISTS** SINCE **1985**

March 10, 2016

File: BC16-REP01-RDN

Regional District of Nanaimo
6300 Hammond Bay Rd.
Nanaimo BC
V9T 6N2

Attention: Dave Welz, Chief Operator

Project: Melrose Reservoir Inspection

On March 2, 2016 Western Tank and Lining Ltd. (WTL) attended the Melrose reservoir to perform an inspection on the interior and exterior of the bolted tank. This report will go into further detail of the items inspected, and our recommendations. We will also include budgetary numbers for repair and replacement of the reservoir.

ITEMS INSPECTED BY WTL:

1) Exterior and interior of roof;
2) Exterior and interior of walls;
3) Interior deck structure;
4) Interior piping;
5) Interior floor;
6) Interior ladder; and
7) Access hatches.

It was determined the tank was manufactured by Columbia TecTank (CST) out of Parsons Kansas. The installation date was determined to be in the early 1990's. With this information the approximate age of the tank is between 20 to 26 years old.

OBSERVATIONS:

1a. Exterior Roof: Condition - Good.

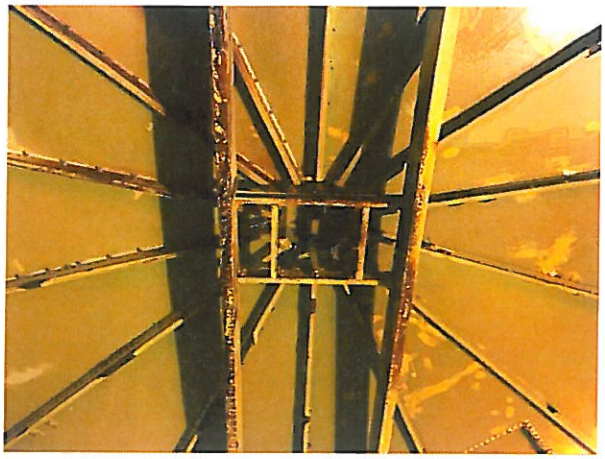




- Minor paint defects.

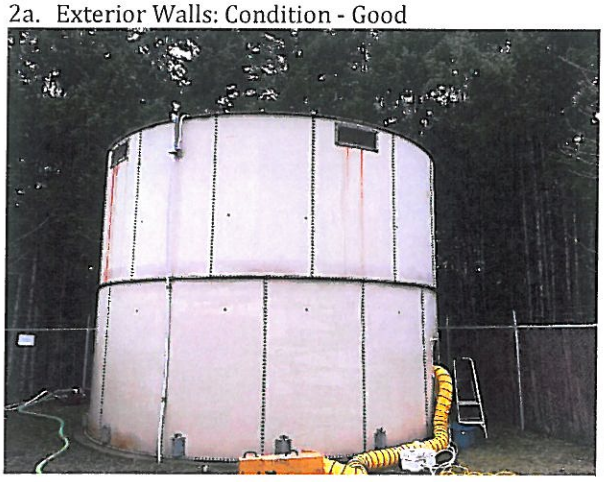
1b. Interior Roof: Condition - Poor





- Major paint and corrosion areas.

2a. Exterior Walls: Condition - Good





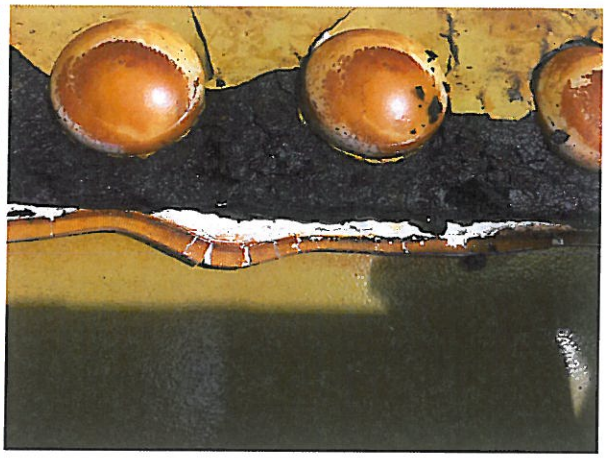
- Minor paint defects.

2b. Interior walls: Condition - Poor (Vapour zone) / Fair (Liquid zone)



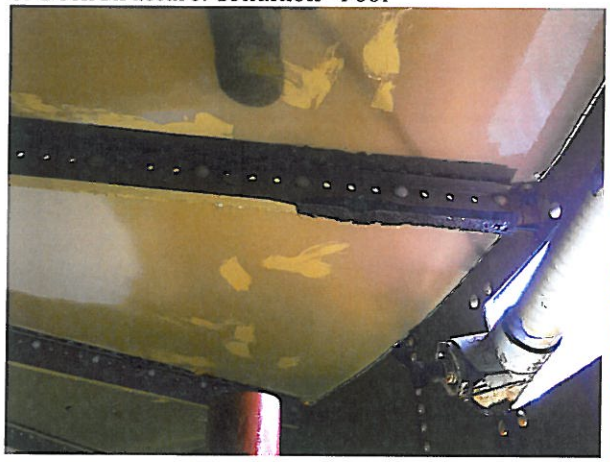
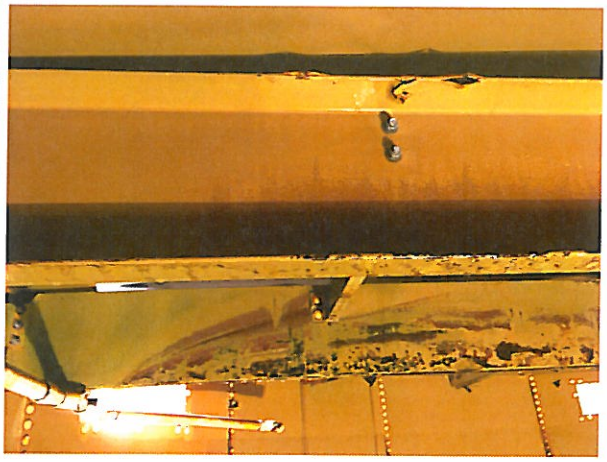


2b. Interior walls continued:

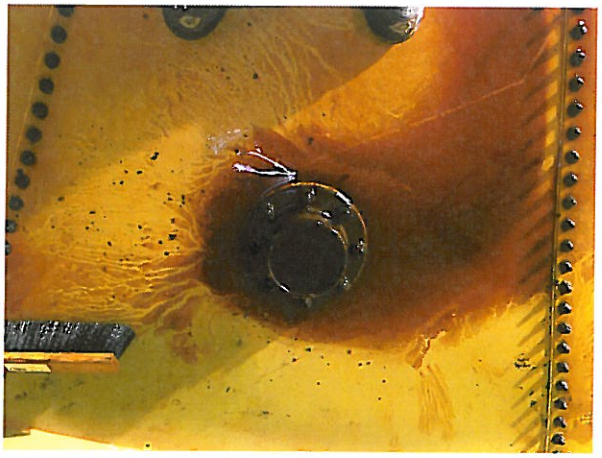
- Major paint and corrosion issues.

3. Deck structure: Condition - Poor

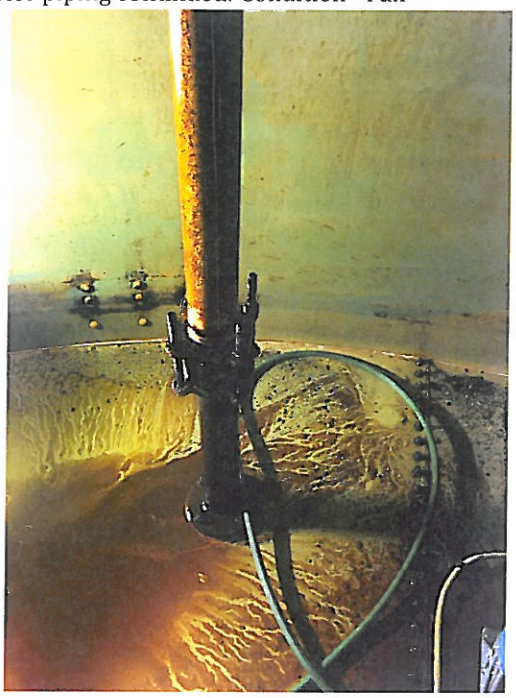



- The two main support beams have minor paint and corrosion issues. The secondary roof plate stiffeners have major paint and corrosion issues.

4. Interior piping: Condition - fair

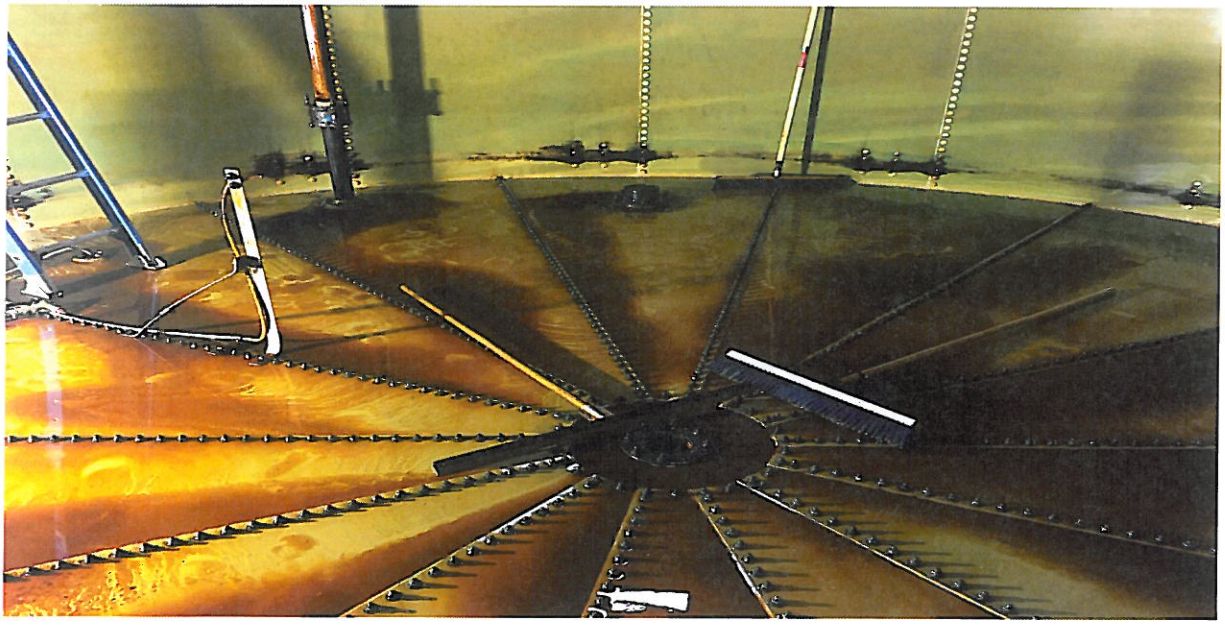
4. Interior piping continued: Condition - Fair





- Surface corrosion on flanges, with major corrosion on Robar couplers.

5. Interior floor: Condition - Fair



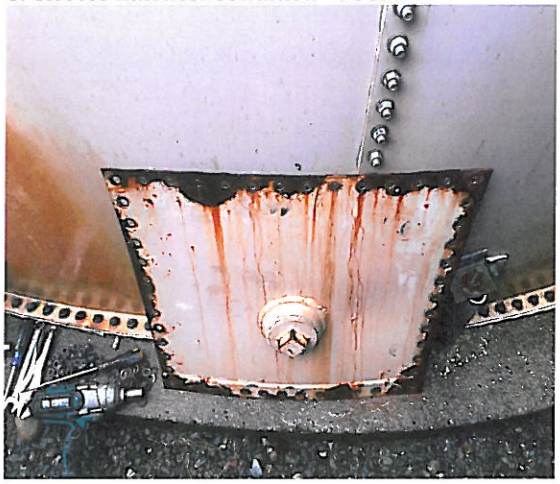
- Minor hardware corrosion.

6. Interior ladder: Condition - Poor



- Major coating and corrosion issues.

6. Access hatches: Condition - Poor





- Major coating and corrosion issues.

RECOMMENDATIONS:

The overall condition of the internal liquid zone of the tank is fair. Where we saw the most corrosion issues was on the interior vapour zone. WTL recommends action is taken immediately, to stop further advancement of the current corrosion. WTL believes the RDN has 1-3 years of service life left, before a failure of the vapour

portion of the tank could occur. If repair work is done on this tank, service life could be extended by 5-10 years. The overall condition of the exterior is fair to good, with only minor touch-up repairs required.

CONCLUSION:

Please note that all estimations are approximate, and utilize my experience in the field. Attached, I have included a replacement budget, along with a repair budget to extend the service life. The vapour zone corrosion issues are extensive. The repair work done will not in all cases fix the corrosion, but will stop the corrosion from progressing any further. As repair work is extensive, WTL advises that the replacement of the deck structure, will be money not well spent by the RDN, as cost will run in line with the replacement costs.

Should you have any questions please don't hesitate to contact the undersigned.

Thank you for allowing WTL to submit this inspection report, and we look forward to working with the RDN further on this matter.

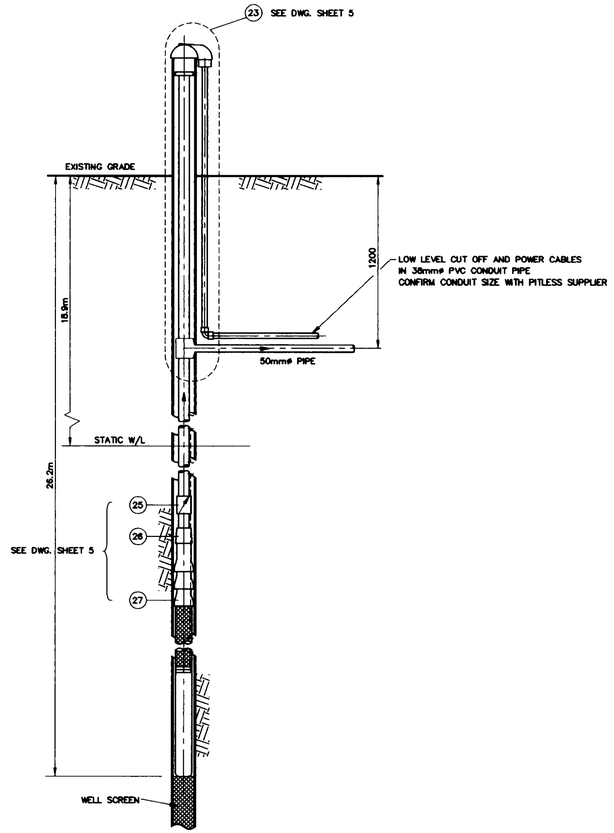
Regards,



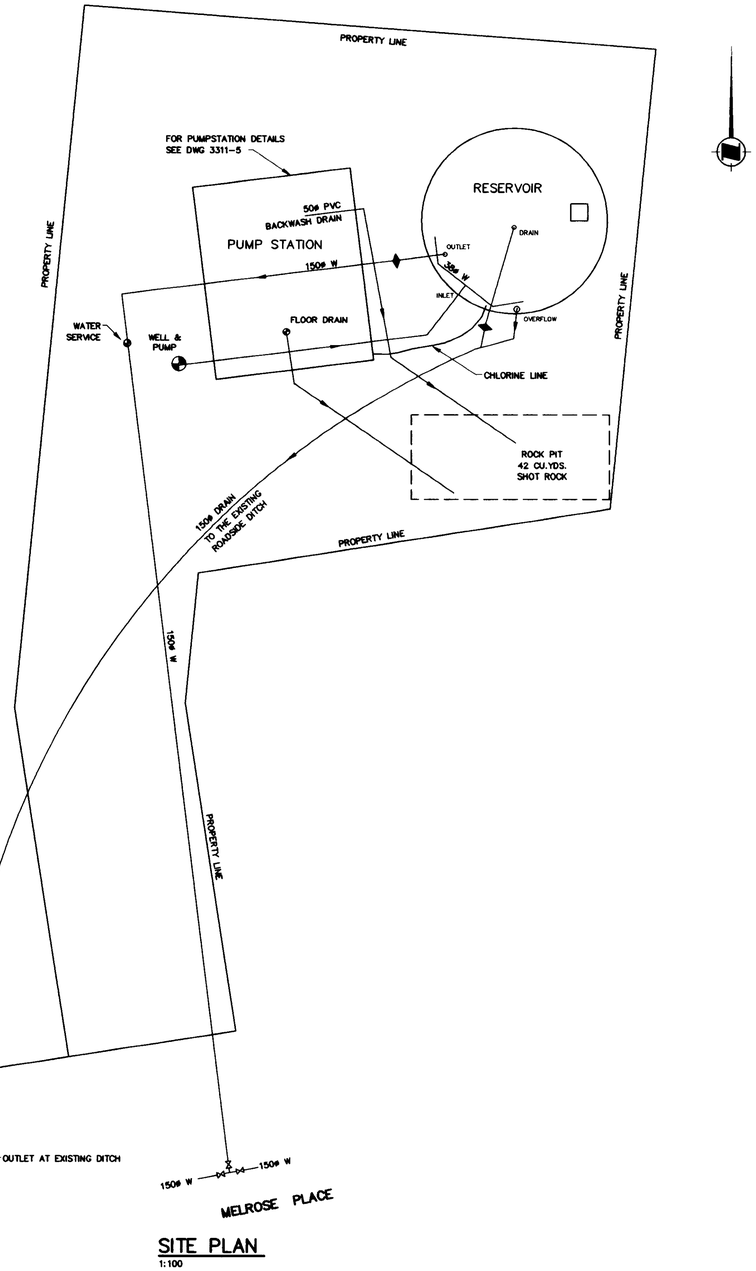
Micah Cohen
Project Manager
Western Tank and Lining Ltd.

Attachments:

1. Replacement Budget
2. Repair Budget



WELL DETAIL
1:20



SITE PLAN
1:100

DWG NO.	REFERENCE DRAWINGS	DATE

No.	DATE	REVISIONS	BY	APPROVED
B	MAY 1995	ASBUILT	BLL	
A	NOV.14/94	PITLESS CONDUIT REVISED – ISSUED FOR TENDER	BLL	

KPA **KPA ENGINEERING LTD** consulting engineers
VICTORIA VANCOUVER COURTENAY

SHB ENTERPRISES LTD.
MELROSE ROAD SUBDIVISION
SITE PLAN AND DETAILS

DESIGNED JC WY	DRAWN DA BLL
DATE NOV. 1994	SCALE AS NOTED
CHECKED	FILE 3311
APPROVED	
DWG NO. 3311-4	REV B

CANCEL PRINTS BEARING EARLIER LETTER

REGIONAL DISTRICT OF NANAIMO

CCDC 14 – 2013 Design-Build Stipulated Price Contract

Supplementary General Conditions

DEFINITIONS

Delete: "Owner's Advisor"

GC 3.4 OTHER CONSULTANT, SUBCONTRACTORS, AND SUPPLIERS

3.4.1 – Add:

".5 maintain good order and discipline among the Subcontractor's employees engaged on the Work and shall ensure that the Subcontractor shall not employ on the Work anyone not skilled, experienced, capable, and qualified to perform the Work."

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

3.11.2 – Delete item in its entirety and replace with the following:

"If for any reason, including poor workmanship, defective Products or materials, and damage to completed Work, the Owner, or its appointed representative rejects Work because it fails to conform to the Contract Documents, then the Design-Builder shall at the Design- Builder's expense promptly remove such Work from the Place of the Work and replace it in accordance with the requirements of the Contract Documents. Such remedial Work shall include any re-testing reasonably required to establish that the completed Work complies with the Contract Documents. This provision applies to all materials, Products, and portions of the Work whether or not incorporated into the Work as a whole."

New GC 3.11.5 - Add:

"The Design-Builder shall complete the deficient and incomplete Work speedily and at the discretion and convenience of the Owner. Acceptance of the Work or occupancy of the Project, or any portion thereof, by the Owner or the Consultant, shall not relieve the Design-Builder from the obligation of correcting deficiencies which are missed at the time of drawing up the list of deficient and incomplete items."

NEW GC 3.12 CLEAN-UP

New GC 3.12.1 – Add:

"The Design-Builder shall ensure the worksite remains free of all rubbish, waste, debris and waste products at the end of each business day"

New GC 3.12.2 – Add:

"The Design-Builder shall remove all equipment, barricades, hoarding, temporary bracing, walkways, temporary services, and surplus materials, and leave the worksite in a condition satisfactory to the Owner."

New GC 3.12.3 – Add:

"The Owner shall have the right to back charge cleaning to the Design-Builder if not done by the Design-Builder within 24 hours of written notice to clean."

New GC 3.12.4 – Add:

"The Owner shall have the right to back charge the Design-Builder for cost of damage to the site in relation to transportation in and out of the site caused by the Design-Builder or any Contractor, agent, employee or licensee of the Design-Builder, or by any other person or company authorized by the Design-Builder to be on the site, in the event such damage is not repaired by the Design-Builder before final payment."

GC 5.7 FINAL PAYMENT

5.7.4 – Revise "5 calendar days" to "30 calendar days"

GC 9.1 PROTECTION OF WORK AND PROPERTY

9.1.1 – Delete item in its entirety and replace with the following:

"The Design-Builder shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage which may arise as a result of the Design-Builder's operations under the Contract, and the Design-Builder shall be responsible for such damage as provided for in the Contract."

NEW GC 9.1.5 – Add:

"Security at the Place of the Work during non-working hours will be solely the responsibility of the Design-Builder. The Owner will not be liable for any loss or damage of any kind except as provided for in GC. 11.1 INSURANCE."

GC 9.4 CONSTRUCTION SAFETY

NEW GC 9.4.1.3 – Add:

1. The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is willing and qualified to be designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

    a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;

    b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and

    c) General Requirements, Section 3.10 WorkSafe BC.

GC 10.1 TAXES AND DUTIES

10.1.2 – At the end of the paragraph, add:

"The Design-Builder shall not be entitled to overhead and profit mark-up due to any such increase. The Design-Builder must provide a detailed breakdown of additional taxes if requested by the Owner, in a form satisfactory to the Owner. Profit and overhead shall not be included in the increase or decrease of costs incurred by the Design-Builder due to changes in the aforementioned taxes and duties."

GC 11.1 INSURANCE

Delete:

11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal closing or bid closing except as hereinafter provided:

Add:

11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – 2008 INSURANCE REQUIREMENTS except as hereinafter provided:

GC 12.5 WARRANTY

New GC 12.5.9 – Add:

"Any Product, material or equipment requiring excessive servicing during the warranty period (or free maintenance period if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time the excessive servicing defect has been corrected."

New GC 12.5.10 – Add:

"The Design-Builder shall, upon correction of any defects which it is obligated to correct, extend its warranty for the Work which has been corrected, and for any related Work which the corrections have affected, for a period of six months from the time of delivery of a certificate of acceptance by the Owner of the corrected Work, or until the end of the original Contract warranty period, whichever is longer."

75 Albert Street
Suite 400
Ottawa, Ont. K1P 5E7

Tel: (613) 236-9455
Fax: (613) 236-9526
info@ccdc.org

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 41
CCDC INSURANCE REQUIREMENTS

PUBLICATION DATE: JANUARY 21, 2008

1. General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

3. Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than $5,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.

4. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding $5,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 (excluding flood and earthquake) or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.

5. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy.

6. "Broad form" contractors' equipment insurance coverage covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

7. Standard Exclusions

   7.1 In addition to the broad form property exclusions identified in IBC forms 4042(1995), and 4047(2000), the *Contractor* is not required to provide the following insurance coverage:
   - Asbestos
   - Cyber Risk
   - Mould
   - Terrorism

Association of Canadian Engineering Companies

Canadian Construction Association

Construction Specifications Canada

The Royal Architectural Institute of Canada