



## RETURN BIDS TO: RETOURNER LES SOUMISSIONS Á: Receipt of bids:

Parks Canada Agency Contracts / Procurement Services 111 Water Street East Cornwall, ON K6H 6S3

# INVITATION TO TENDER APPEL D'OFFRES

#### **Tender To: Parks Canada Agency**

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 therefore.

# Soumission aux: l'Agence Parcs 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 aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaries** 

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur / de l'entrepreneur

#### **Issuing Office - Bureau de distribution**

Parks Canada Agency Contracts/ Procurement Services 111 Water Street East Cornwall. ON K6H 6S3

Title-Sujet: Stores Building – Structural Stabilization – Sault Ste Marie Canal National Historic Site of Canada		Date September 5, 2014		
Solicitation No No. de l'invitation 5P308-14-0767/A	Client Ref. No. – No. de réf du client.			
GETS Reference No. – No o	de referen	ce de SEAG		
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire -			
at – à 02:00 PM on – le September 23, 2014	Eastern Daylight Time (EDT)			
F.O.B F.A.B.  Plant-Usine: ☐ Destination  Address Inquiries to: - Adr				
renseignements à :				
Marilyn Bernier				
Telephone No No de téléphone	Fax No. – No de FAX:			
(418) 648-4569	(418) 6	48-5392		
Destination of Goods, Serv Destinations des biens, ser				
See Herein				
Vendor/Firm Name and Ad Raison sociale et adresse d l'entrepreneur :		seur/de		
Telephone No No de tele	phone:			
Facsimile No N° de téléco	opieur:	,		
Name and title of person a the Vendor/Firm Nom et titre de la personne fournisseur/ de l'entrepres	e autorisée	_		
Name / Nom		Title / Titre		
Signature		Date		



**Date:** September 5, 2014 Marie Canal National Historic Site of Canada

#### INVITATION TO TENDER

#### IMPORTANT NOTICE TO BIDDERS

#### INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

#### REMINDER

Changes to PST, GST, HST in British Columbia, Quebec, and Prince Edward Island

Bidders are reminded that there were changes to the Provincial Sales Tax (PST), Goods and Services Tax (GST), and Harmonized Sales Tax (HST) in the provinces of British Columbia (BC), Quebec (QC), and Prince Edward Island (PE). These were effective April 1, 2013.

"Applicable Taxes" are paid by Canada in accordance with the General Conditions. It is the bidder's responsibility to ensure their submission accounts for these changes. There will be no adjustment for any change to increase the Contract Amount due to these changes.

The Bidder is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes. The Bidder must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

It is the Bidders responsibility to incorporate the appropriate Place of Supply in accordance with the directives and bulletins of the Canada Revenue Agency: http://www.cra-arc.gc.ca/menu-eng.html

#### BID SECURITY REQUIREMENTS

The amount of bid security required is 10% of the bid amount (\$2,000,000 maximum). See GI08 of R2710T - General Instructions — Construction Services — Bid Security

#### CONTRACT SECURITY REQUIREMENTS

The amount of a security deposit that is required in lieu of a performance bond is 20% of the contract amount.

See GC9.2 of R2890D – Types and Amounts of Contract Security

#### R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the Fair Wages and Hours of Labour Act, clause R2940D will be non applicable for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable. As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC06.

CLAUSES REFERRED TO BY NUMBER (E.G. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE:

 $\underline{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R}$ 

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# GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - R2710T (2014-06-26)

The following GI's are included by reference and are available at the following Web Site:

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

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

#### SIO1 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions – Bid of General Instructions – Construction Services – Bid Security R2710T (2014-06-26). The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **SI02 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 R2710T (2014-06-26);
  - (d) Clauses & Conditions identified in "Contract Documents";
  - **Drawings and Specifications**; (e)
  - Bid and Acceptance Form and related Appendices; and (f)
  - Any amendment issued prior to solicitation closing. (g)

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

2) General Instructions to Bidders are 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-conditionsmanual

#### **ENQUIRIES DURING THE SOLICITATION PERIOD** SI03

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T "General Instructions -Construction Services - Bid Security", enquiries should be received no later than ten (10) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

#### **MANDATORY SITE VISIT**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Sault Ste.Marie Canal National Historic Site of Canada, 1 Canal Drive Sault Ste.Marie, ON P6A 6W4 on September 16, 2014. The site visit will begin at 10:00 am EDT, in Stores Building. (Attached - Worksite Location see PH1-C02)

Bidders must communicate with the Contracting Authority no later than September 15, 2014 at 3:00 PM EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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#### SIO5 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions — Construction Services — Bid Security ". The facsimile number for receipt of revisions is **1-866-246-6893**.

#### SIO6 BID RESULTS

- A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- Following solicitation closing, bid results may be obtained by emailing the bid receiving office at <a href="mailto:csq.contrats@pc.gc.ca">csq.contrats@pc.gc.ca</a> or telephone: 418-648-4569.

#### SI07 NEGOTIATIONS

- In the event that the lowest compliant bid exceeds the amount of funding Canada has allocated for the construction phase of the work
  - (a) by 15% or less, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation: or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

#### SIO8 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SIO7 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SIO7 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to tender

**Solicitation No:** 5P308-14-0767/A **Project Title:** Stores Building – Structural Stabilization – Sault Ste Marie Canal National Historic Site of Canada

4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### SI09 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the Contractor including costs.

#### SI10 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies:

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

**Buy and Sell:** 

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

Canadian Economic Sanctions:

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913):

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

Bid Bond (form PWGSC-TPSGC 504):

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

Performance Bond (form PWGSC-TPSGC 505):

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

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

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

SACC Manual:

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

**Schedules of Wage Rates for Federal Construction Contracts:** 

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml

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/index-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>

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#### SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY REQUIREMENTS

There is no security requirement applicable to this contract.

#### SC01 CHANGES TO CONTRACT DOCUMENTS

The term "Engineer" is replaced with the term "Departmental Representative" in the Drawings and **Specifications** 

#### SC03 INSURANCE TERMS

#### 1) Insurance Contracts

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

## 2) Period of Insurance

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

#### 3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### 5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor

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#### SC04 LABOUR

Clause R2830D subsection GC3.8 has been modified as follows:

- 1. Title has been changed from "Labour and Fair Wages" to "Labour"
- 2. Delete subsection 1.
- 3. Following subsections must be renumbered.

#### **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	R2810D	(2014-06-26)
GC2	Administration of the Contract	R2820D	(2014-06-26);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16);
GC9	Contract Security	R2890D	(2014-06-26);
	Insurance	R2900D	(2008-05-12);
Supp	lementary Conditions:		
Allow	vable Costs for Contract Changes Under GC6.4.1	R2950D	(2014-06-26);

- (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing:
- (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <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) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

http://www.rhdcc-

hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml.

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

 $\begin{tabular}{ll} \textbf{Project Title:} & \textbf{Stores Building} - \textbf{Structural Stabilization} - \textbf{Sault Ste} \\ \textbf{Marie Canal National Historic Site of Canada} \\ \end{tabular}$ **Solicitation No:** 5P308-14-0767/A

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# **BID AND ACCEPTANCE FORM (BA)**

# **BA01 IDENTIFICATION**

1) **Description of the Work:** 

Stores Building – Structural Stabilization – Sault Ste Marie Canal National Historic Site of Canada

2) Solicitation Number:	5P308-14-0767/A	
BA02 BUSINESS NAMI	E AND ADDRESS OF BIDI	DER
Name:		
Address:		
Telephone:	Fax:	PBN:
<b>BA03 THE OFFER</b> The Bidder offers to Her Ma	ajesty the Queen in right of C accordance with the Bid	anada to perform and complete the Work for the Documents for the TOTAL BID AMOUN
BA04 BID VALIDITY P. The bid shall not be withdra		lowing the date of solicitation closing.
	ntractor's offer by Canada, a b	oinding Contract shall be formed between Canadact shall be the contract documents identified i
<b>BA06 CONSTRUCTION</b> The Contractor shall perform	TIME n and complete the Work <b>bef</b>	ore March 31, 2016.
<b>BA07 BID SECURITY</b> The Bidder is enclosing bid R2710T - General Instruction	security with its bid in accor ns - Construction Services - B	rdance with GI08 - Bid Security Requirements aid Security Requirements.
BA08 SIGNATURE		
Name and title of person au	thorized to sign on behalf of B	sidder (Type or print)
Signature		 Date

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#### **BID AND ACCEPTANCE FORM - APPENDIX 1**

1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.

2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

#### **LUMP SUM**

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

(a) Work included in the Lump Sum Amount represents all work (including but not limited to Mob/Demob, etc) not included in the unit price table.

<b>Lump Sum Amount (LSA)</b> :	
<b>Excluding Applicable Taxes</b>	\$

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.

# STIPULATED SUM - PRICE BREAKDOWN FORM PHASE 1 CONSTRUCTION

Stores Building - Sault Ste. Marie Canal NHSC

# PRICE BREAKDOWN FORM is to be submitted with Bid Form

This is a lump sum contract, however, the bidders are requested to submit breakdown of bid/contract price in details in this table. After approval, award of contract, such cost breakdown will be used as basis of progress payment.

<b>DIVISION</b>	DESCRIPTION	PRICE
1	GENERAL REQUIREMENTS	
1a	Administration / Mobilization-Demobilization/Contractor trailer	\$
1b	Dept. Rep. Job Site office	\$
1c	Job Site Fencing	\$ \$ \$
1d	Temporary hoarding	\$
	SUBTOTAL DIVISION 1	\$
2	EXISTING CONDITIONS	
2a	Structure interior demolitions	\$
2b	Temporary relocations - electrical,mechanical,communications	\$
2c	Lead paint - abatement - masonry walls - media (soda) blasting	\$ \$ \$ \$
2d	Lead paint - abatement - wood floor, trims, door - chemical	\$
	SUBTOTAL DIVISION 2	\$
4	MASONRY	
4a	Crack repair - Pressure Grouting	\$
4b	Dismantling and storage / stone repairs	\$ \$ \$ \$
4c	Storage facilities	\$
	SUBTOTAL DIVISION 4	\$
6	WOOD, PLASTICS, COMPOSITES	
6a	Carpentry - Infill work	\$
	SUBTOTAL DIVISION 6	\$
31	EARTHWORK	
31a	Temporary Shoring/Bracing	\$ \$
31b	Micropiles	\$
	SUBTOTAL DIVISION 31	\$
	TOTAL ALL DIVISIONS (MUST EQUAL TENDER AMOUNT)	\$

# STIPULATED SUM - UNIT PRICE FORM PHASE 1 CONSTRUCTION

Stores Building - Sault Ste. Marie Canal NHSC

### UNIT PRICE FORM is to be submitted with Bid Form

This unit price will only be used as a basis of cost calculation in the change management process in any cases of extra works over and above the work specified in the bid package.

Unit prices for additions are not to exceed prices for deductions by more than 25%.

Unit prices include supply, installation, connection, statutory charges, overhead and profit.

Unit prices shall not include H.S.T.

The Departmental Representative reserves the right to accept or reject all unit prices.

ITEM	ADDITIONS	DEDUCTIONS	UNIT
Concrete slab removal - 300 mm thick	\$	\$	m2
Masonry - Pressure grouting/crack repair	\$	\$	m
Masonry - Stone replacement (ashlar)	\$	\$	m2
Masonry - Stone replacement (rubble)	\$	\$	m2
Masonry - Stone repair (ashlar)	\$	\$	m2
Masonry - stone/wood/etc. storage trailers - 12 months from start of contract	\$	\$	monthly
Masonry - stone/wood/etc. storage trailers - additional 12 months	\$	\$	monthly
Rental cost - all perimeter site fencing - 12 months from start of contract	\$	\$	monthly
Rental cost - all perimeter site fencing - additional 12 months	\$	\$	monthly
Departmental Representative job site trailer - 12 months from start of contract	\$	\$	monthly
Departmental Representative job site trailer - additional 12 months	\$	\$	monthly
Lead paint removal (walls by soda blasting)	\$	\$	m2
Lead paint removal (floors by chemical removal)	\$	\$	m2

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### **BID AND ACCEPTANCE FORM - APPENDIX 2**

COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER NOTE TO BIDDERS: WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES				

**Date:** September 5, 2014 Marie Canal National Historic Site of Canada

#### **BID AND ACCEPTANCE FORM – APPENDIX 3**

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Address	Contact Information
	Address

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Date: September 5, 2014

Mark "Yes" where applicable

	zards and access to the work place and all known and foreseeable
mazarus mave beem memmied to the cor	ntractor and/or subcontractor(s)
The contractor and/or its subcontractor	or(s) will comply with all federal and provincial/territorial legislation
and Parks Canada's policies and proce	dures, regarding occupational health and safety.
The contractor and/or its subcontractor	or(s) will provide all prescribed safety materials, equipment, devices
and clothing.	
	or(s) will ensure that its employees are familiar with and use all
prescribed safety materials, equipment	t, devices and clothing at all times.
The contractor and/or its subcontractor	or(s) will ensure that its activities do not endanger the health and
safety of Parks Canada employees.	
The contractor and/or its subcontractor	or(s) has inspected the site and has carried out a hazard assessment
	y plan and informed its employees accordingly, prior to the
commencement of the work.	
Where a contractor and/or its subcont	ractor(s) will be storing, handling or using hazardous substances in
the work place, it will place warning sign	gns at access points warning persons of the presence of the
	taken to prevent or reduce any hazard of injury or death.
	or(s) will ensure that its employees are instructed in respect of any
emergency procedures applicable to the	le site.
	(contractor), certify that I have read, understood and
ttest that my firm, employees and all sub-c	(contractor), certify that I have read, understood and contractors will comply with the requirements set out in this
locument and the terms and conditions of t	he contract.
Name	Signature
ate	
nte	<del></del>
	Page

 $\begin{tabular}{ll} \textbf{Project Title:} & \textbf{Stores Building} - \textbf{Structural Stabilization} - \textbf{Sault Ste} \\ \textbf{Marie Canal National Historic Site of Canada} \\ \end{tabular}$ **Solicitation No:** 5P308-14-0767/A

**Date:** September 5, 2014

### **ANNEX A**

### **INSURANCE TERMS**

# CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work						Contract No.	rage rorz
Description and Location of Work							
						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							
T 16			6.1 P				
Her Majesty the Queen in Right of Can	ada as represented by the Minister of t	he Environment for the	purposes of the Par	ks Canada Agency			
Type of Insurance	Insurer Name	Inception Date	Expiry Date		Lin	nits of Liability	
(Required when Checked)	and Policy Number	D/M/Y	D/M/Y	Per Occurrence	Annua	General	Completed Operations
₩.					Aggre	jate	Aggregate
Commercial General				\$	\$		\$
Umbrella/Excess							
Liability				\$	\$		\$
Builder's Risk /				\$			
Installation Floater				Ψ			
□ <b>□</b>					Per Inc	ident	Aggregate
Pollution Liability				\$	Per Oc	curence	\$
Marine Liability				\$			
					Per Inc	ident	Aggregate
Aviation Liability				<b> </b>	_	curence	\$
_				·			
				\$	_		
I certify that the above policies were is the applicable insurance coverages st							
	. 0	,			J		
							_
Name of person authorized to sign on bel	half of Insurer(s) (Officer, Agent, Broker)			Telephone N	Number		
Simple states				<del></del>	\		_
Signature				Date D	)/M/Y		

Public Works and Government Services Canada

# 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 coverages listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**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.

#### **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.

#### **Builder's Risk / Installation Floater**

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds"

(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).

#### **Aviation Liability**

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.