



#### **RETURN BIDS TO:**

RETOURNER LES SOUMISSIONS Á:

Bid Receiving – Main Floor Parks Canada John Cabot Building, 10 Barter's Hill, 5th Floor St. John's, NL A1C 5M9

Attn: Colleen Sheehan

#### 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 therefor.

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 at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ciannexée, 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

John Cabot Building, 10 Barter's Hill, 5th Floor St. John's, NL A1C 5M9

Title-Sujet		Date
Citadel Front Entrance		
Redevelopment		26-09-2014
Halifax Citadel NHSC, Park	s Canada	
Solicitation No No. de l'invitation	Client Ref.	No. – No. de réf du client.
10140734		_
GETS Reference No. – No de refere	nce de SEAG	
Solicitation Closes	Time Zoi	
L'invitation prend fin -	Fuseau ho	raire -
at – á 02:00 PM		
on – le 2014-10-14		lland Daylight
011 - 1e 2014-10-14	j Savings Ti	ime (NDT)
F.O.B F.A.B.	<u> </u>	
Plant-Usine: Destination	ı: 🗆 Othe	r-Autre: 🗆
Address Inquiries to: - Adresser tou		
Colleen Sheehan (709-772-61	29)	
Colleen.sheehan@pc.gc.ca	,	
1904		
		<del>_</del>
Destination of Goods, Services, a Destinations des biens, services of		
Destinations des biens, set vices (	er constructi(	711 <b>.</b>
See Herein		
Vendor/Firm Name and Addres		
Raison sociale et adresse du foui	rnisseur/de l'	entrepreneur :
Telephone No No de telephone:		
Facsimile No N° de télécopicur:		
Name and title of person authorized	to sign on hak	alf of the Vender/Firm
Nom et titre de la personne autorisée	e a signer au n	om du fournisseur/ de
l'entrepreneur		
Name / Nom		Title / Titre
Signature	<del>-</del> -	Date
-		



#### **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:

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

Citadel Front Entrance Redevelopment Halifax Citadel NHSC, Parks Canada

Solicitation No: 10140734 Date: September 26, 2014

#### **TABLE OF CONTENTS**

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

Sl01 Integrity Provisions – Related Documentation

SI02 Bid Documents

SI03 Enquiries During the Solicitation Period

SI04 Site Visit

SI05 Revision of Bid

SI06 Bid Results

SI07 Insufficient Funding

SI08 Bid Validity Period

Sl09 Construction Documents

SI10 Web Sites

#### GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) - R2710T (2014-03-01)

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

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

GI01 Integrity Provisions - Bid

GI02 Completion of Bid

GI03 Identity or Legal Capacity of the Bidder

GI04 Applicable Taxes

GI05 Capital Development and Redevelopment Charges

Gl06 Registry and Pre-qualification of Floating Plant

GI07 Listing of Subcontractors and Suppliers

GI08 Bid Security Requirements

GI09 Submission of Bid

GI10 Revision of Bid

GI11 Rejection of Bids

GI12 Bid Costs

Gl13 Procurement Business Number

GI14 Compliance With Applicable Laws

GI15 Approval of Alternative Materials

GI16 Performance Evaluation

GI17 Conflict of Interest-Unfair Advantage

#### SUPPLEMENTARY CONDITIONS (SC)

SC01 Security Related Requirements

SC02 Insurance Terms

SC03 Changes to Contract Documents

#### CONTRACT DOCUMENTS (CD)

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

**BA01** Identification

BA02 Business Name and Address of Bidder

BA03 The Offer

BA04 Bid Validity Period

BA05 Acceptance and Contract

**BA06** Construction Time

BA07 Bid Security

BA08 Signature

APPENDIX 1 - UNIT PRICE TABLE

APPENDIX 2 - COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

APPENDIX 3 - ATTESTATION FORM

ANNEX A - CERTIFICATE OF INSURANCE FORM

#### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

#### SI01 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 (2014-03-01). The related documentation therein required will assist Canada in confirming that the certifications are true.

#### SI02 BID DOCUMENTS

- 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 (2014-03-01);
  - (d) Clauses & Conditions identified in "Contract Documents":
  - (e) Drawings and Specifications;
  - (f) Bid and Acceptance Form and related Appendices; 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 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:

<a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>

#### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

- 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.

#### SI04 SITE VISIT

There will be a non-mandatory site visit on Tuesday, October 7<sup>th</sup>, 2014 at 10:00am. Interested bidders are asked to meet at the Front of the Halifax Citadel entrance, 5425 Sackville St., Halifax, NS

#### SI05 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 (709) 772-3651.

Citadel Front Entrance Redevelopment Halifax Citadel NHSC, Parks Canada

Solicitation No: 10140734 Date: September 26, 2014

#### SI06 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.

2) Following solicitation closing, bid results may be obtained by emailing the bid receiving office at Colleen.sheehan@pc.gc.ca or telephone: 709-772-6129

#### SI07 NEGOTIATIONS

- 1) 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)

#### SI08 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 SI07 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 SI07 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

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.tpsqc-pwqsc.gc.ca/app-acq/forms/documents/2913.pdf

Bid Bond (form PWGSC-TPSGC 504):

http://www.tpsqc-pwgsc.gc.ca/app-acg/forms/documents/504.pdf

Performance Bond (form PWGSC-TPSGC 505):

http://www.tpsqc-pwqsc.qc.ca/app-acq/forms/documents/505.pdf

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

http://www.tpsqc-pwgsc.qc.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.tpsqc-pwqsc.qc.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-acg/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/formulaires-forms-eng.html</a>

#### **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

#### 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
     (2014-03-01)

     GC2 Administration of the Contract
     R2820D
     (2012-07-16);

     GC3 Execution and Control of the Work
     R2830D
     (2014-03-01);

     GC4 Protective Measures
     R2840D
     (2008-05-12);

     GC5 Terms of Payment
     R2850D
     (2010-01-11);
    - 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 (2012-07-16); GC10 Insurance R2900D (2008-05-12); Supplementary Conditions:

Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
(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-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/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:
  <a href="http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml">http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\_standards/contracts/schedule/index.shtml</a>.
- 4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Citadel Front Entrance Redevelopment Halifax Citadel NHSC, Parks Canada

#### BID AND ACCEPTANCE FORM (BA)

#### **BA01 IDENTIFICATION**

1) Description of the Work: Removal and replacement of existing asphalt with new curbs, asphalt, concrete sidewalks and interlocking pavers. Work will also include storm drainage upgrades, a new ticket kiosk, fencing and gates.

2) So	licitation Number: 10140734	
BA02	BUSINESS NAME AND ADDRESS OF BIDE	PER
Name:		
Addres	ss:	
Teleph	one: Fax:	PBN:
BA03	THE OFFER	
	named project in accordance with the Bid Docu	Canada to perform and complete the Work for the ments for the TOTAL BID AMOUNT INDICATED IS
	BID VALIDITY PERIOD  d shall not be withdrawn for a period of 30 days	following the date of solicitation closing.
Upon a	ACCEPTANCE AND CONTRACT acceptance of the Contractor's offer by Canada and the Contractor. The documents forming ed in Contract Documents (CD).	a binding Contract shall be formed between the Contract shall be the contract documents
BA06	CONSTRUCTION TIME	
The Co	ontractor shall perform and complete the Work I	y May 1, 2015.
The Bi	BID SECURITY  dder is enclosing bid security with its bid in according to the security with a securi	ordance with Gl08 - Bid Security Requirements of solutions - Bid Security Requirements.
BA08	SIGNATURE	
Name	and title of person authorized to sign on behalf	of Bidder (Type or print)
Signati	ıre	

Date

### APPENDIX 1 TOTAL BID AMOUNT UNIT PRICE TABLE

- 1. The Unit Price Table designates the Work to which a Unit Price Arrangement applies.
- (a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
- (b) Work included in each item is as described in the referenced specification section.
- (c) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

#### FRONT ENTRANCE REDEVELOPMENT, HALIFAX CITADEL

<u>No.</u>	<u>lter</u>	<u>m</u>	<u>Unit</u>	Quantity	Unit <u>Price</u>		Extension
1.	Ger	neral Conditions	LS				
2.	Rei	movals	LS				
3.	Pav a) b) b)	ved Areas Asphalt Concrete Sidewalk Pavers	m <sup>2</sup> m <sup>2</sup> m <sup>2</sup>				
4.	Sto	rm Sewer	LS				
5.	Ele	ctrical and Communications	LS				
6.	Cor	ncrete Curb	m				
7.	Kio	osk	LS				<u> </u>
8.	Sig	nage and Misc.	LS				<u> </u>
9.	Rai	lings, Bollards and Fencing					
	a) b) c) d) e) f)	Stainless Steel Railing Bollards Chain New Fencing Replacement Fencing (Provisional Salvaged Guardrail	m ea m LS dl) m LS				
10.	Lan	dscaping	LS				
11.	Cos	st Plus Work					
	a)	Labour					
		i) Labourer ii) Carpenter	hr hr	25 15			
	b)	Equipment					
		<ul><li>i) Bob-cat</li><li>ii) Backhoe</li><li>iii) Excavator (track mounted)</li></ul>	hr hr hr	16 16 8			
	c)	Materials Allowance	LS				2500
				SUB-TO	TAL	\$_	·
				15%	HST	\$_	·
				TC	TAL	\$_	

Citadel Front Entrance Redevelopment Halifax Citadel NHSC, Parks Canada

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

#### COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

	- V2			
- 21		 		
300	-			
-18-	- 2	 17.37	- 43	
-				
	322			-
	- Fol -			

#### **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.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		11
Location of Work		
General Description of Work to be Complete	ed	

	A meeting has been held to discuss hazards and access to the work place and all known and
	foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial
	legislation and Parks Canada's policies and procedures, regarding occupational health and
	safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment,
	devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use
	all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the
	health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard
	assessment and has put in place a health and safety plan and informed its employees
	accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous
	substances in the work place, it will place warning signs at access points warning persons of the
	presence of the substances and any precautions to be taken to prevent or reduce any hazard of
	injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect
	of any emergency procedures applicable to the site.
l.	(contractor), certify that I have read understood and
atte	contractor), certify that I have read, understood and st that my firm, employees and all sub-contractors will comply with the requirements set out
in th	his document and the terms and conditions of the contract.
Nar	ne Signature
Dat	9

Citadel Front Entrance Redevelopment Halifax Citadel NHSC, Parks Canada

### ANNEX A

**INSURANCE TERMS** 

Solicitation No: 10140734 Date: September 26, 2014

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

# **CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Constant of the de-							-6
Description and Location of Work					Contract No. Project No.		
Name of Insurer, Broker or Agent	<b>A</b>	Address (No., Street)		City	Province Postal Code	Sode	
Name of Insured (Contractor)	#	Address (No., Street)		City	Province Postal Code	Oode	
Additional Insured Her Majesty the Queen in Right of C	Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency	e Environment for the	purposes of the Park	s Canada Agency			
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liability		$\rightarrow$
Ľ				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate	-
Commercial General				w	(A)	S	
☐ Umbrella/Excess Liability				S	S	s s	
Builder's Risk / Installation Floater				v			
Pollution Liability				S	Per Incident Per Occurence	Aggregate S	
Marine Liability				S			
☐ Aviation Liability				S	Per Incident Per Occurence	Aggregate \$	
L.				S			
I certify that the above policies were the applicable insurance coverages	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 coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.	Insurance business in urance, including adve	n Canada, are curren ance notice of cance	tly in force and include llation / reduction in cov	erage.		
Name of person authorized to sign on b	Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)			Telephone Number	Jec.		
Signature				Date D/M/Y	٨/	-	

Page 2 of 2

**CERTIFICATE OF INSURANCE** 

## General

Certificate of Insurance must be in force and must The insurance policies required on page 1 of the include the insurance coverages listed under the corresponding type of insurance on this page.

include Her Majesty the Queen in Right of Canada as The policies must insure the Contractor and must 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.

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

## Contractors Pollution Liability

this nature, but not less than \$1,000,000 per incident The policy must have a limit usual for a contract of 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.

coverage for the following exposures or hazards if the Work is The policy must either include or be endorsed to include subject thereto:

- Blasting.
- Pile driving and caisson work.
- Underpinning. G Q Q B
- whether such support be natural or otherwise if the work is Removal or weakening of support of any structure or land performed by the insured contractor.

policy must have the following minimum limits: The

- \$5,000,000 Each Occurrence Limit; (a)
- \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and 9
- \$5,000,000 Products/Completed Operations Aggregate 9

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.

Coverage must include crew liability, if it is not covered by the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits statutory requirements of the Territory or Province having determined by the Marine Liability Act, S.C. 2001, c. 6. The insurance must be placed with a member of the 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 nowever 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 occupancy is for the purposes for which a project is projects, or any part thereof, where such use and 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 forth in the contract documents of the project to equipment supplied by Canada at the site of the project to of the contract value plus the declared value (if any) set be incorporated into and form part of the finished Work. the value of the Work is changed, the policy must be forth in the contract documents of all material and changed to reflect the revised contract value.

(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2). payable to Canada or as Canada may direct in accordance The policy must provide that the proceeds thereof are with GC10.2, "Insurance Proceeds"

## **Aviation Liability**

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