



RETURN BIDS TO:

Parks Canada Agency National Contracting Services 635 – 8 Avenue S.W., Suite 1300 Calgary, AB T2P 3M3 Facsimile: (403) 292-4475

INVITATION TO TENDER

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 or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefore.

Comments	C	on	nr	ne	n	ts
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n/a

Issuing Office

Parks Canada Agency National Contracting Services 635 – 8 Avenue S.W., Suite 1300 Calgary, AB T2P 3M3

Title: Canyon Chu	Title: Canyon Church Camp Bridge Replacement – Waterton Lakes National Park				
Solicitation No.: 5P420-14-5080/A				Date: May 19, 2015	
GETS Reference No.: PW-15-00684260				Client Reference No.: n/a	
Solicitation Closes:					
At: 02:00 PM	On: June 03, 2	Time Zone: Mountain Daylight Time (MDT)			
F.O.B.: Plant:	F.O.B.: Plant: □ Destination: ☑ Other: □				
Address Inquiries to: Adam Krisch					
Telephone No.: (403) 292-4560		5	Email Address: adam.krisch@pc.gc.ca		
Destination of Goods, Services, and/ or Construction: See Herein					

TO BE COMPLETED BY THE BIDDER (type or print)

Vendor/ Firm Name	
Address	
Name of person authori	zed to sign on behalf of the Vendor/ Firm
Title	<u> </u>
Telephone No.	Facsimile No.

Contracting Authority Adam Krisch

Client Reference No.

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

INSURANCE TERMS

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

Title

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).

"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.

CLAUSES REFERRED TO BY NUMBER CAN BE FOUND AT THE FOLLOWING WEB SITE:

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

INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced see Annex D. (Completed certificate is NOT required at bid closing).

Solicitation No. 5P420-15-5080/A

Amendment No.

Contracting Authority Adam Krisch

Client Reference No.

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 Integrity Provisions – Associated Information

SI02 Bid Documents

SI03 Enquiries During the Solicitation Period

SI04 Optional Site Visit SI05 Revision of Bid SI06 Bid Results

SI07 Insufficient Funding SI08 Bid Validity Period SI09 Construction Documents

SI10 Web Sites

GENERAL INSTRUCTIONS (GI) – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) – R2710T (2015-02-25)

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 GI06 Registry and Pre-qualification of Floating Plant

GI06 Registry and Pre-qualification of Floating Pla
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

GI13 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 Changes to Contract Documents

SC03 Insurance Terms

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

Annex A Price Form
Annex B List of Directors

Annex C Attestation Form

Annex D Certificate of Insurance Form

Client Reference No.

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

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 (2015-02-25). 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 (2015-02-25);
 - (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: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

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, enquiries should be received no later than eight (08) 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.
- 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 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on Monday, May 25, 2015. The site visit will begin at 11:00 AM MDT at the entrance to the Red Rock Parkway off Highway 5.

Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Client Reference No. n/a

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

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 (403) 292-4475.

SI06 BID RESULTS

- 1) 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 adam.krisch@pc.gc.ca or telephone at (403) 292-4572.

SI07 INSUFFICIENT FUNDING

- In the event that the lowest compliant bid exceeds the amount of funding allocated for 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

- 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 SIO8 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 SIO8 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

Contracting Authority Adam Krisch

Client Reference No.

n/a

Title
Canyon Church Camp Bridge Replacement – Waterton Lakes National Park

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 (01) 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§ion=text#appL

Buy and Sell:

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

Canadian Economic Sanctions:

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

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

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

Bid Bond (form PWGSC-TPSGC 504):

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

Performance Bond (form PWGSC-TPSGC 505):

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.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 http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html Client Reference No.

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS

There is no security requirement applicable to this contract.

SC02 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 fulfil 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
 - (a) 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
 - (a) The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor

Client Reference No.

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

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 (2015-04-01);		
GC2	Administration of the Contract	R2820D (2015-02-25);		
GC3	Execution and Control of the Work	R2830D (2015-02-25);		
GC4	Protective Measures	R2840D (2008-05-12);		
GC5	Terms of Payment	R2850D (2015-02-25);		
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 (2015-04-01);		
GC9	Contract Security	R2890D (2014-06-26);		
GC10	Insurance	R2900D (2008-05-12);		
Allowak	ole Costs for Contract Changes Under GC6.4.1	R2950D (2015-02-25);		
Supplementary Conditions				

- Supplementary conditions
- (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:

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

Contracting Authority Adam Krisch

Client Reference No.

2)

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Title: Canyon Church Camp Bridge Replacement – Waterton Lakes National Park

Solicitation Number: 5P420-15-5080/A

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Repres	senta	itive's Name:				
Title:						
Vendo	r/ Fi	rm Name:				
Mailin	g Ad	dress:				
City:			Province/ Territor	y:	Postal Code:	
Teleph	one	No.:		Fax No.:		
Email	Addr	ess:				
Procur	eme	nt Business Number (PBN) or Goods and Serv	ices Tax (GST) Nu	mber:	
Canadia may reg Website	n Bio ister at: I	for a PBN in the Supplier Inttps://buyandsell.gc.ca. F	e a Procurement Bu Registration Informa or non- Internet reg	siness Number (Pl tion service on lin istration, Bidders	BN) before Contract award. Bidder e at the Business Access Canada may contact the Business Access earest Supplier Registration Agent	
1)		Bidder offers to Her Maje ve named project in accor		•	erform and complete the Work for Total Bid Amount of:	the
	\$	be expressed in numbers		excluding GST	HST, which consists of	
	(a)	the Lump Sum Amount of Work that subject to t to Table); and		ement (Amount tr	for the portion of ansferred from Annex A – Lump Su	
	(b)	the Total Estimated Amor the Work that is subject t Table).			for the porti transferred from Annex A – Unit P	

Any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices in the

Unit Price Table shall be corrected by Canada in order to obtain the Total Estimated amount.

Solicitation No. 5P420-15-5080/A

Amendment No.

Contracting Authority Adam Krisch

Client Reference No.

Title

Canyon Church Camp Bridge Replacement – Waterton Lakes National Park

- Any errors in the addition of the amounts in subparagraph 1)(a) and 1)(b) of BA03 shall be corrected by Canada to obtain the Total Bid Amount.
- 4) Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of 30 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work by November 30, 2015.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or Print)		
Signature	Date	

Client Reference No. n/a

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

ANNEX A - PRICE FORM

- 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 TABLE

The Lump Sum Arrangement Table designates the Work to which a Lump Sum Arrangement applies.

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications. Pricing for work not accounted for in the Unit Price Table including but not limited to Mobilization, De-Mobilization, etc. is to be included in the Lump Sum Table.

Item No.	Specificatio n Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Total Price GST/HST extra
1	01 25 20	Mobilization/ De-mobilization	Lump Sum	\$
2	02 41 16	Structure Demolition	Lump Sum	\$
3	31 23 33.01	Excavation and Backfill	Lump Sum	\$
4	03 41 00	Pre-Cast Structural Concrete	Lump Sum	\$
5	05 12 33	Structural Steel For Bridges	Lump Sum	\$
6	05 50 00	Metal Fabrication	Lump Sum	\$
7	34 71 13.25	Vehicle W-Beam Guardrail	Lump Sum	\$
	\$			

UNIT PRICE TABLE

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.

Item No.	Specificatio n Reference	Class of Labour, Plant or Material	Unit of Measurement	Est. Quantity	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
1	03 20 00	Concrete Reinforcing	Kg	4,520	\$	\$
2	03 30 00	Cast-In-Place Concrete	Cubic metre	24	\$	\$
TOTAL EXTENDED AMOUNT (TEA) Transfer amount to subparagraph 1)(b) of BA03						\$

11 of 16

TOTAL BID PRICE (LSA + TEA):	
Excluding Applicable Taxes	l

\$

Contracting Authority Adam Krisch

Client Reference No. n/a

Title

Canyon Church Camp Bridge Replacement – Waterton Lakes National Park

ANNEX B – LIST OF DIRECTORS

COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS: Write director's surnames and given names.

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

Contracting Authority Adam Krisch

Client Reference No.

Title

Canyon Church Camp Bridge Replacement - Waterton Lakes National Park

ANNEX C – ATTESTATION FORM

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		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

Solicitation No. 5P420-15-5080/A

Amendment No.

Contracting Authority Adam Krisch

Client Reference No. n/a

Title Canyon Church Camp Bridge Replacement – Waterton Lakes National Park

Mark "Yes" where applicable.

Name	Signature	Date
	(contractor), certify that I hav s and all sub-contractors will comply with the requiremen s of the contract.	e read, understood and attest that my firm, ts set out in this document and the terms and
	The contractor and/or its subcontractor(s) will ensure th any emergency procedures applicable to the site.	at its employees are instructed in respect of
	Where a contractor and/or its subcontractor(s) will be st in the work place, it will place warning signs at access po substances and any precautions to be taken to prevent or	ints warning persons of the presence of the
	The contractor and/or its subcontractor(s) has inspected assessment and has put in place a health and safety plan to the commencement of the work.	
	The contractor and/or its subcontractor(s) will ensure th safety of Parks Canada employees.	at its activities do not endanger the health and
	The contractor and/or its subcontractor(s) will ensure th prescribed safety materials, equipment, devices and clot	
	The contractor and/or its subcontractor(s) will provide a devices and clothing.	ll prescribed safety materials, equipment,
	The contractor and/or its subcontractor(s) will comply w legislation and Parks Canada's policies and procedures, r	•
	A meeting has been held to discuss hazards and access to hazards have been identified to the contractor and/or su	•

ANNEX D - CERTIFICATE OF INSURANCE

Page 1 of 2

	- 1			·	^ _	. ago . o. <u>-</u>
Description and Location of Work					Contract No.	
					Project No.	
Name of Insurer, Broker or Agent	Address (No., Street)	City	Province Postal	Code		
Name of Insured (Contractor)	Address (No., Street)	City	Province Postal	Code		
Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks 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		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Builder's Risk / Installation Floater				\$	I	
Pollution Liability				\$	Per Incident Per Occurence	Aggregate \$
Marine Liability				\$		
Aviation Liability				\$	Per Incident Per Occurence	Aggregate \$
				\$		
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
Name of person authorized to sign on behalf of Insurer(s) Telephone Number Signature Date D/M/Y (Officer, Agent, Broker)						

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.

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.

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).

Contractors Pollution Liability

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

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

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.