

#### RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency 1300 - 635 8 Ave SW Calgary, AB T2P3M3 Bid Fax: (403) 292-4475

#### 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 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 Suite 1300 635 – 8 Ave SW Calgary, AB T2P3M3

| P420-15-  | No No. de l'invita<br>5098/A   | tion  | <b>Date:</b> June 18, 2015                       |
|---|--------------------------------|---|--|
| GETS Reference No. – No de reference de<br>SEAG<br>PW-15-00687549 |                                | Client Ref. No. – No. de réf du client<br>n/a |  |
| Solicitatio   | n Closes:                      |   |  |
| <b>at – á</b><br>02:00 PM   | <b>on – le</b><br>July 9, 2015 |   | <b>me Zone - Fuseau horaire</b><br>DT - HAR      |
| F.O.B F.A.  |                                | ination: 6                                    | <b>Other-Autre:</b>                              |
| Plant-Usin  |                                |   |  |
|   |                                | toute demai                                   | nde de renseignements à :                        |
| Address Inqu  | uries to: - Adresser           |   | nde de renseignements à :<br>sque-welch@pc.gc.ca |
| Address Inqu<br>Nicole Lev  | uries to: - Adresser           | nicole.leve                                   | 0  |

# TO BE COMPLETED BY THE BIDDER (type or print)

See Herein – Voir ici

À ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE (taper ou écrire en caractères d'imprimerie)

| Cacsimile No N° de télécopieur:   |   |
|---|---|
| Celephone No N° de téléphone:   |   |
| Titale - Titre  |   |
| Name of person authorized to sign on h<br>Nom de la personne autorisée à signer | behalf of the Vendor/Firm<br>au nom du fournisseur/ de l'entrepreneur |
|   |   |
| Address - Adresse   |   |
| /endor/Firm Name – Nom du fourniss  | æur/de l'entrepreneur   |
| 7 1 /m <sup>1</sup> 17 17 1 6 1   | /1.11./   |
|   |   |





Solicitation No. - N° de l'invitation 5P420-15-5098/A

Client Ref. No. - N° de réf. du client 5P420-15-5098

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho National Park

#### **INVITATION TO TENDER**

#### IMPORTANT NOTICE TO BIDDERS

#### 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)

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho 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 Site Visit SI05 Revision of B
- SI05 Revision of Bid SI06 Bid Results
- SIU6 BId Results
- SI07 Insufficient Funding
- SI08 Bid Validity Period
- SI09 Construction Documents
- SI10 Web Sites

#### GENERAL INSTRUCTIONS – 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
- 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** Acceptance and Contract BA05 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

File Name - Nom du dossier TCH Slope Reprofiling – Yoho 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-conditionsmanual

#### 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 five (5) 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 SITE VISIT

There is no site visit scheduled for this requirement.

#### 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 <u>nicole.levesque-welch@pc.gc.ca</u> or telephone: **(403) 292-4691.**

#### SI07 INSUFFICIENT FUNDING

- 1) 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
    - 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
    - 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.
- 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 SI08 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 SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

- File Name Nom du dossier TCH Slope Reprofiling – Yoho National Park
- (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
- 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: <u>http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL</u>

Buy and Sell: <u>https://www.achatsetventes-buyandsell.gc.ca/</u>

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-acg/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

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho 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 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

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho 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                 | R2865D | (2013-04-25);                           |
|     | GC7 Default, Suspension or Termination of Contract | R2870D | (2008-05-12);                           |
|     | GC8 Dispute Resolution                             | R2882D | (2015-02-25);                           |
|     | GC9 Contract Security                              | R2890D | (2014-06-26);                           |
|     | GC10 Insurance                                     | R2900D | (2008-05-12);                           |
|     | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2015-02-25);                           |
|     | 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.

- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>
- 3) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho National Park

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

#### BA01 IDENTIFICATION

Title: TCH Slope Reprofiling, Yoho National Park

Solicitation Number: 5P420-15-5098/A

Work for this Contract comprises of rock slope profiling of slopes between km 88 to km 91 and km 114 to km 128 on the Trans-Canada Highway in Yoho National Park, British Columbia.

#### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

| Name:      | <br>  |
|------------|-------|
| Address:   |       |
|            |       |
|            |       |
| Telephone: |       |
| Fax:       |       |
| Email:     |       |
| PBN:       | <br>- |

#### BA03 THE OFFER

- 1) The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of
  - \$ \_\_\_\_\_excluding GST/HST
  - (a) the Lump Sum Amount of \$\_\_\_\_\_\_for the portion of the Work subject to a Lump Sum Arrangement (Annex A Lump Sum Table) and;
  - (b) the Total Estimated Amount of \$\_\_\_\_\_\_for the portion of the Work that is subject to a Unit Price Arrangement (Annex A Unit Price Table).

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.

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.

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.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho National Park

#### 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 October 31, 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

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho 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

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.

| ltem<br>No. | Specification<br>Reference | Class of Labour, Plant<br>or Material | Unit of<br>Measurement | Estimated<br>Quantity | Estimated Total Price<br>GST/HST extra |
|-------------|----------------------------|---------------------------------------|------------------------|-----------------------|--|
| 1           | 01 14 19                   | Mobilization / De-<br>mobilization    | Lump Sum               | 1                     | \$                                     |
| 2           | 01 55 26                   | Traffic Accommodation                 | Lump Sum               | 1                     | \$                                     |
| 3           | N/A                        | Prime Cost Sum                        | Lump Sum               | 1                     | \$500,000.00                           |
|             |                            | \$                                    |                        |                       |  |

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client 5P420-15-5098

drawings and specifications.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho National Park

#### UNIT PRICE TABLE

The Unit Price Table designates the Work to which a Unit Price Arrangement applies and the Lump Sum Amount designates Work to which a Lump Sum 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.

| ltem<br>No. | Specification<br>Reference  | Class of Labour, Plant or Material       | Unit of<br>Measurement | Estimated<br>Quantity | Price per Unit<br>GST/HST extra | Estimated Total<br>Price<br>GST/HST extra |
|-------------|---|--|------------------------|-----------------------|---------------------------------|---|
| 1           | 31 23 21  | Rock Excavation for Cut Slopes           | Cubic<br>Metres        | 114,300               | \$                              | \$  |
| 2           | 31 23 21  | Preshear blasting for final wall control | Square<br>metres       | 16,962                | \$                              | \$  |
| 3           | 31 23 21  | Blast Consultant site visit              | Number                 | 7                     | \$                              | \$  |
| 4           | 31 23 21  | Additional Trim Blasting                 | Cubic<br>Metres        | 900 \$                |                                 | \$  |
| 5           | 31 23 22  | Common Excavation for Cut Slopes         | Cubic<br>Metres        | 144,271               | \$                              | \$  |
| 6           | 31 23 20  | Scaling by hand                          | Hours                  | 750                   | \$                              | \$  |
| 7           | 31 72 13  | Anchors                                  | Linear<br>Metres       | 100                   | \$                              | \$  |
| 8           | Dwg 2015-<br>02-2003  | Rock slope drains (10m long drains)      | Number                 | 2                     | \$                              | \$  |
| 9           | 01 55 13  | Catchment Grading                        | Square<br>metres       | 6,473                 | \$                              | \$  |
| 10          | 31 23 21  | Removal of half barrels from final wall  | Linear<br>metres       | 5,654                 | \$                              | \$  |
|             | TOTAL UNIT PRICE AMOUNT<br>Transfer amount to subparagraph 1) (b) of BA03 |  |                        |                       |                                 |   |

#### **TOTAL BID PRICE**: Excluding Applicable Taxes

\$

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

Amd. No. - N° de la modif.

File Name - Nom du dossier TCH Slope Reprofiling – Yoho 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

| <u>1.</u>  |      |      |  |
|------------|------|------|--|
| 2.         |      |      |  |
| <u>3.</u>  |      |      |  |
| 4.         |      | <br> |  |
| 5.         | <br> |      |  |
| <u>6.</u>  |      | <br> |  |
| 7          |      | <br> |  |
| <u>8.</u>  |      |      |  |
| 9.         |      |      |  |
| <u>10.</u> | <br> | <br> |  |
| <u>11.</u> | <br> | <br> |  |
| <u>12.</u> |      |      |  |
| 13.        |      |      |  |

File Name - Nom du dossier TCH Slope Reprofiling – Yoho National Park

#### ANNEX C ATTESTATION FORM

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

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

## 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

General Description of Work to be Completed

File Name - Nom du dossier TCH Slope Reprofiling – Yoho National Park

Mark "Yes" where applicable.

| 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<br>and has put in place a health and safety plan and informed its employees accordingly, prior to the<br>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.  |

I, \_\_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name \_\_\_\_\_

Signature\_\_\_\_\_

Date \_\_\_\_\_



### ANNEY D - CERTIFICATE OF INSURANCE

Page 1 of 2

| Ganada O                                     | An Ar   | INEX D - CE                 | RIIFICATE                | OF INSURA          | NCE               |                  | Fage 1 of Z                       |
|--|---|-----------------------------|--------------------------|--------------------|-------------------|------------------|-----------------------------------|
| Description and Location of Work             |   |                             |                          |                    |                   | Contract No.     |                                   |
|  |   |                             |                          |                    | -                 | Project No.      |                                   |
|  |   |                             |                          |                    |                   |                  |                                   |
| Name of Insurer, Broker or Agent             | A   | Address (No., Street)       |                          | City               | Province          | Posta            | I Code                            |
|  |   |                             |                          |                    |                   |                  |                                   |
| Name of Insured (Contractor)                 | 4   | Address (No., Street)       |                          | City               | Province          | Posta            | I Code                            |
|  |   |                             |                          |                    |                   |                  |                                   |
| Additional Insured                           |   |                             |                          |                    |                   |                  |                                   |
| Her Majesty the Queen in Right of            | Canada as represented by the Minister of th   | e Environment for th        | e purposes of the P      | arks Canada Agency |                   |                  |                                   |
|  |   |                             |                          |                    |                   |                  |                                   |
| Type of Insurance<br>(Required when Checked) | Insurer Name<br>and Policy Number   | Inception Date<br>D / M / Y | Expiry Date<br>D / M / Y |                    |                   | its of Liability |                                   |
|  |   |                             |                          | Per Occurrence     | Annual<br>Aggrega | General<br>ate   | Completed Operations<br>Aggregate |
| Commercial General                           |   |                             |                          | \$                 | \$                |                  | \$                                |
| Liability<br>—                               |   |                             |                          | Ŷ                  | Ψ                 |                  | <b>v</b>                          |
| Umbrella/Excess                              |   |                             |                          | \$                 | \$                |                  | \$                                |
|  |   |                             |                          |                    |                   |                  |                                   |
| Builder's Risk /<br>Installation Floater     |   |                             |                          | \$                 |                   |                  |                                   |
|  |   |                             |                          |                    | Per Inci          | dent             | Aggregate                         |
| Pollution Liability                          |   |                             |                          | \$                 | Per Occ           | curence          | \$                                |
| Marine Liability                             |   |                             |                          | \$                 |                   |                  |                                   |
|  |   |                             |                          |                    | Per Inci          | dent             | Aggregate                         |
| Aviation Liability                           |   |                             |                          | \$                 | Per Oco           |                  | \$                                |
|  | re issued by insurers in the course of their<br>s stated on page 2 of this Certificate of Ins |                             |                          |                    |                   |                  | •                                 |
|  | F3  |                             |                          |                    |                   |                  |                                   |
|  |   |                             |                          |                    |                   |                  |                                   |
| Name of person authorized to sign on         | behalf of Insurer(s) (Officer, Agent, Broker)   |                             |                          | Telephone          | Number            |                  |                                   |
|  |   |                             |                          |                    |                   |                  |                                   |
| <br>Signature                                |   |                             |                          | Date               | D/M/Y             |                  |                                   |
|  |   |                             |                          | Daid               |                   |                  |                                   |



### **CERTIFICATE OF INSURANCE**

| General  | Commercial General Liability   | Builder's Risk / Installation Floater   |
|--|--|---|
| <ul> <li>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.</li> <li>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.</li> <li>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.</li> <li>Without increasing the limit of liability, 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.</li> </ul> | <ul> <li>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</li> <li>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto: <ul> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> </ul> </li> <li>(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.</li> <li>The policy must have the following minimum limits: <ul> <li>(a) \$5,000,000 Each Occurrence Limit;</li> <li>(b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) \$5,000,000 Products/Completed Operations Aggregate Limit.</li> </ul> </li> <li>Umbrella or excess liability insurance may be used to achieve the required limits.</li> </ul> | The insurance coverage provided must not be less than<br>that provided by the latest edition of IBC Forms 4042 and<br>4047.<br>The policy must permit use and occupancy of any of the<br>projects, or any part thereof, where such use and<br>occupancy is for the purposes for which a project is<br>intended upon completion.<br>The policy may exclude or be endorsed to exclude<br>coverage for loss or damage caused by asbestos, fungi or<br>spores, cyber and terrorism.<br>The policy must have a limit that is <b>not less than the sum</b><br><b>of the contract value</b> plus the declared value (if any) set<br>forth in the contract documents of all material and<br>equipment supplied by Canada at the site of the project to<br>be incorporated into and form part of the finished Work. If<br>the value of the Work is changed, the policy must be<br>changed to reflect the revised contract value.<br>The policy must provide that the proceeds thereof are<br>payable to Canada or as Canada may direct in accordance<br>with GC10.2, "Insurance Proceeds"<br>(https://buyandsell.gc.ca/policy-and-guidelines/standard-<br>acquisition-clauses-and-conditions-manual/5/R/R2900D/2). |
| Contractors Pollution Liability  | Marine Liability   | Aviation Liability  |
| The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.  | The insurance coverage must be provided by a Protection &<br>Indemnity (P&I) insurance policy and must include excess<br>collision liability and pollution liability.<br>The insurance must be placed with a member of the<br>International Group of Protection & Indemnity Associations or<br>with a fixed market in an amount of not less than the limits<br>determined by the <i>Marine Liability Act</i> , S.C. 2001, c. 6.<br>Coverage must include crew liability, if it is not covered by the<br>statutory requirements of the Territory or Province having<br>jurisdiction over such employees.<br>The policy must waive all rights of subrogation against Canada<br>as represented by Public Works and Government Services<br>Canada for any and all loss of or damage to the watercraft<br>however caused.   | The insurance coverage shall Include Bodily Injury<br>(including passenger Bodily Injury) and Property Damage,<br>in an amount of not less than <b>\$5,000,000</b> per incident or<br>occurrence and in the aggregate.  |