

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency Mailroom 30 Victoria Street Gatineau, Quebec, J8X 0B3

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 aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

Issuing Office - Bureau de distribution

Parks Canada Agency Mailroom 30 Victoria Street Gatineau, Quebec, J8X 0B3





Title-Sujet Repair and Stabilization of the Garrison Graveyard Fence			
·	06 October, 2016		
Solicitation No No. de l'invitation 5P300-16-5428	Client Ref. No. – No. de réf du client.		
GETS Reference No. – No de refe			
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire -		
- Eastern Daylight Time (EDT)			
F.O.B F.A.B. Plant-Usine: Destination: Other-Autre: Address Inquiries to: - Adresser toute demande de renseignements à :			
Patrick Sullivan Telephone No No de téléphone	Fax No. – No de FAX:		
(819) 420-9557			
Destination of Goods, Services Destinations des biens, service	,		
See Herein			
Vendor/Firm Name and Addre	ess		
Raison sociale et adresse du fournisseur/de l'entrepreneur			
Telephone No No de telephone: Facsimile No N° de télécopieur:			
Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur			

Date

Signature

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

Direct Deposit

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact Patrick Sullivan at Patrick.Sullivan@pc.gc.ca in order to obtain a Direct Deposit enrolment form.

Additional information on this Government of Canada initiative is available at: http://www.directdeposit.gc.ca

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of April 4th 2016. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

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
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- GI16 Performance Evaluation
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to Gl01 of the Declaration of Convicted Offences, paragraph 3 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed <u>Declaration Form</u>, to be given further consideration in the procurement process.

a. Declaration of Convicted Offences

with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.

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 Requirements R2710T (2016-04-04)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); 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 - Construction Services - Bid Security Requirements R2710T is 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/5/R

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada Shall be deleted and replaced with the Parks Canada Agency.

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.
- 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 OPTIONAL SITE VISIT

There will be a site visit on October 12th at 10:30 AM interested bidders are to meet at Fort Anne National Historic Sites, South-west Nova Scotia Parks Canada, Government of Canada 295 St. George Street, Annapolis Royal, NS, BOS 1A0

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 819-420-9626.

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 calling number. 819-420-9557 or by email at Patrick.Sullivan@pc.gc.ca

SI07 INSUFFICIENT FUNDING

- 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

- 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 Sl08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

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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. No additional copies will be provided free of charge to the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

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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

Standard Acquisition Clauses and Conditions (SACC) Manual https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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/contexte-context-eng.html

Construction and Consultant Services Contract Administration Forms Real Property Contracting http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/formulaires-forms-eng.html

Declaration Form

http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 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.

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 – Construction Services	R2810D	(2016-04-04);	
GC2	Administration of the Contract	R2820D	(2016-01-28);	
GC3	Execution and Control of the Work	R2830D	(2015-02-25);	
GC4	Protective Measures	R2840D	(2008-05-12);	
GC5	Terms of Payment	R2850D	(2016-01-28);	
GC6	Delays and Changes in the Work	R2865D	(2016-01-28);	
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);	
GC8	Dispute Resolution	R2880D	(2016-01-28);	
GC9	Contract Security	R2890D	(2014-06-26);	
GC10	Olnsurance	R2900D	(2008-05-12);	
Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25)			(2015-02-25);	
Supplementary Conditions				

- a. 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:

 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.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Repair and Stabilization of the Garrison Graveyard Fence Fort Anne National Historic Sites, South-west Nova Scotia Parks Canada, Government of Canada 295 St. George Street, Annapolis Royal, NS, B0S 1A0

BA02	BUSINESS NAME	AND ADDRESS OF BIDDER		
Name:				
Addres	SS:			
Teleph	one:	Fax:	PBN:	
BA03	THE OFFER			
	dder offers to Canada ents for the Total Bid		Work for the above named p	roject in accordance with the Bid
\$	(amount in numbers	;)		excluding applicable taxe(s).
The bid BA05 Upon a	ACCEPTANCE AN acceptance of the Cor	wn for a period of (thirty) [_30_ D CONTRACT ntractor's offer by Canada, a b	inding Contract shall be form	Ç
BA06	CONSTRUCTION 1	'IME		
The Co 2017	ontractor shall perforn	n and complete the Work start	ing at contract award and co	mplete work no later than May 1st,
		security with its bid in accorda Services - Bid Security Require		Requirements of R2710T - Genera
BA08	SIGNATURE			
Name	and title of person au	thorized to sign on behalf of B	idder (Type or print)	
Signati	ure		Date	

Buyer - l'acheteur : Patrick Sullivan

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APPENDIX 1 - INTEGRITY PROVISIONS - LIST OF NAMES

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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APPENDIX 2 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Contracting Authority is:

Name: Patrick Sullivan

Title: Procurement & Contracting Advisor

Department: Parks Canada

Division: Chief Financial Officer Directorate

Telephone: 819-420-9557

e-mail: Patrick.Sullivan@pc.gc.ca

TO BE PROVIDED AT CONTRACT AWARD.

<u>Technical Authority is :</u>
Name :
Title :
Department :
Division :
Telephone :
o mail:

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Public Works and ouvernementaux Government Services Canada

ANNEX A - CERTIFICATE OF INSURANCE

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Description and Location of Work					Co	ontract No.	
					Pr	oject No.	
Name of Insurer, Broker or Agent	,	Address (No., Street)		City	Province	Posta	l Code
Name of Insured (Contractor)	,	Address (No., Street)		City	Province	Posta	al Code
Alle							
Additional Insured							
Her Majesty the Queen in Right of C	Canada as represented by the Minister of th	he Environment for th	e purposes of the P	arks 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	
	,,	-,,		Per Occurrence	Annual Ge Aggregate		Completed Operations Aggregate
Commercial General Liability				\$	\$		\$
Umbrella/Excess Liability				\$	\$		\$
Builder's Risk /				\$			
П					Per Incide	nt	Aggregate
Pollution Liability				\$	Per Occur	ence	\$
☐ Marine Liability				\$			
П					Per Incide	nt	Aggregate
Aviation Liability			in Canada ana aun	\$	Per Occur	ence	\$
the applicable insurance coverages	e issued by insurers in the course of thei s stated on page 2 of this Certificate of In	r insurance business surance, including ad	vance notice of car	rently in force and inc ncellation / reduction i	in coverage.		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) Telephone Number							
Signature				Date	D/M/Y		



Travaux publics et Services gouvernementaux Canada 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.

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Annex B

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

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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 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.

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