RETURN BIDS TO:
RETOURNER LES SOUMISSIONS Á:

Agence Parcs Canada 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 cijointes, 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

Agence Parcs Canada Mailroom 30 Victoria Street Gatineau, Quebec, J8X 0B3

Title-Sujet		Date	
French to Mackenzie Mountain	Phase 2 of pavement rehabilitation - French to Mackenzie Mountains, Cape Breton Highlands National Park, NS		
Solicitation No No. de l'invitation 5P300-17-5091	Client Ref.	No. – No. de réf du client.	
GETS Reference No. – No de refere	ence de SEAG		
<b>Solicitation Closes</b>	Time Zo	ne	
L'invitation prend fin –	Fuseau ho	oraire -	
at – à 02:00 PM	Eastern	Standard Time	
on – le 2017-04-03	(EST)		
F.O.B F.A.B. Plant-Usine: □ Destination	X 04-	on Autuo.	
Address Inquiries to: - Adresser tou			
Sophie St-Germain	ic demande d	e renseignements u .	
Telephone No No de téléphone	Fax No	No de FAX:	
(819) 420-9581			
Destination of Goods, Services, Destinations des biens, services			
See Herein			
Vendor/Firm Name and Addres	ss		
Raison sociale et adresse du f	ournisseur/d	e l=entrepreneur	
Name and title of person authorized Nom et titre de la personne autorisé l'entrepreneur			
Signature		Date	



### **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 Sophie St-Germain at <a href="mailto:sophie.st-germain@pc.gc.ca">sophie.st-germain@pc.gc.ca</a> in order to obtain a Direct Deposit enrollment form.

Additional information on this Government of Canada initiative is available at: <a href="http://www.directdeposit.gc.ca">http://www.directdeposit.gc.ca</a>

### **INTEGRITY PROVISIONS - BID**

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



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- SI03 Enquiries during the Solicitation Period
- SI04 No Site Visit SI05 Revision of Bid SI06 Bid Results
- SION BIG RESURS
  SIOT Insufficient Funding
  SION BIG Validity Period
- SI09 Construction Documents
- SI10 Security Related Requirements
- SI11 Web Sites

# 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 <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</a>

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
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- GI07 Listing of Subcontractors and Suppliers
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#### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Insurance Terms
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APPENDIX 1 - INTEGRITY PROVISIONS - LIST OF NAMES APPENDIX 2 - DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

ANNEX A - PRICE FORM ANNEX B - CERTIFICATE OF INSURANCE

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

#### SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 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 <u>Declaration form for procurement</u>.

#### SI02 BID DOCUMENTS

- 1. The following are the bid documents:
  - a. Invitation to Tender Page 1;
  - b. Special Instructions to Bidders;
  - 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.

 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</a>

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.
- To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.



3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

#### SI04 SITE VISIT

There will be no site visit.

#### 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 1-819-420-9626.

### 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.
- Following solicitation closing, bid results may be obtained by calling number. 1-819-420-9581

#### 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

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.



- 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.
- 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
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - 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. Additional copies, up to a maximum of 1 (**one**), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

#### SI10 SECURITY RELATED REQUIREMENTS

This contract has no security requirements

#### SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL

Buy and Sell <a href="https://www.achatsetventes-buyandsell.gc.ca">https://www.achatsetventes-buyandsell.gc.ca</a>

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-acg/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) <a href="http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/505.pdf">http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/505.pdf</a>

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-quidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PWGSC, Industrial Security Services <a href="http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html">http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</a>

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 <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</a>

**Declaration Form** 

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



# SUPPLEMENTARY CONDITIONS (SC)

#### **SC01 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.

#### 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.

### SC02 ASPHALT CEMENT PRICE ADJUSTMENT

- 1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.
- Price Adjustment formulae:
  - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:



(Example based on a 5% increase)
PA = (IM - 1.05 IB) x quantity of asphalt cement in tons

b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

PA = (.95IB - IM) x quantity of asphalt cement in tons

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be calculated using the rack prices published monthly by Nova Scotia Transportation and Infrastructure Renewal, as displayed on their web site: http://novascotia.ca/tran/trucking/rackprice.asp. This price index shall be used to calculate the adjustment per tonne of applicable grade of asphalt cement accepted into the Work.

- 3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
- 4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.



## **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;

**Supplementary Conditions** 

- 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): R2840D GC4 Protective Measures (2008-05-12); GC5 Terms of Payment (2016-01-28); R2850D 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 Insurance R2900D (2008-05-12);Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 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 and Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



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

### **BA01 IDENTIFICATION**

Phase 2 of pavement rehabilitation - French to Mackenzie Mountains, Cape Breton Highlands National Park, NS

BA02 BUSINESS	NAME AND ADDRESS OF BI	DDER	
Name:			
Address:			
Telephone:	Fax:	PBN:	
	anada to perform and complete the total to the TOTAL BID AMOUNT I		ned project in accordance
BA04 BID VALIDITY The bid shall not be w	Y PERIOD ithdrawn for a period of thirty (30)	days following the date of	solicitation closing.
	ne Contractor's offer by Canada, a ractor. The documents forming th		
BA06 CONSTRUCT	ION TIME		
The Contractor shall p	perform and complete the work fro	om May 15 to September	30, 2017.
	TY  ng bid security with its bid in accor  tructions - Construction Services		
BA08 SIGNATURE			
Name and title of pers	on authorized to sign on behalf of	f Bidder (Type or print)	
Signature		Date	



### **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.	



# **APPENDIX 2 - DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

### TO BE PROVIDED AT CONTRACT AWARD.

_	_		_		
Contra	cting Auth	ority is:			

Title: Contracting Advisor, National Contracting Services

Department :Parks Canada

Name Sophie St-Germain

Division: Chief Financial Officer Directorate

Telephone: 819-420-9581

e-mail: sophie.st-germain@pc.gc.ca

echnical Authority is:	
Name :	
Fitle :	_
Department :	
Division:	
Telephone :	
e-mail ·	

### ANNEX A - COMBINE PRICE FORMULA

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.

- 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 A**

- 1) The Lump Sum Table designates the Work to which a Lump Sum Arrangement applies.
- (a) Work included in each item is as described in the referenced specification section.

#### **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.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Estimated Total Price HST Extra
1	01 21 00	Prime Cost Sum	Lump Sum	1	\$125,000
2	01 25 20	Mobilization / Demobilization	Lump Sum	1	
3	01 35 00.06	Special procedures for Traffic Control	Lump Sum	1	
4	01 35 43	Environmental Procedures	Lump Sum	1	
5	01 52 00	Construction Facilities	Lump Sum	1	
6	10 14 53	Traffic Signage	Lump Sum	1	
7	32 17 23	Pavement Markings	Lump Sum	1	
8	33 42 13	Pipe Culverts - Fishing Cove River	Lump Sum	1	
9		Other Items Not Included in the Unit Price Table	Lump Sum	1	

# **UNIT PRICE TABLE B**

- 1) The Unit Price Table designates the Work to which a Unit Price Arrangement applies.
- (a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
- (b) Work included in each item is as described in the referenced specification section.

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

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price/Unit HST Extra	Estimated Total Price HST Extra
1	02 41 13	Selective Site Demolition - Removal and Disposal of Guard Rail and Posts	m	1,060		
2	02 41 13	Selective Site Demolition - Removal of Signs and Sign Posts	Each	17		
3	02 41 13.14	Asphalt Pavement Removal (Depth Varies)	m2	43,200		
4	31 05 16	Aggregate Materials - Rock Fill (200mm minus)	tonne	27,100		
5	31 11 00	Clearing	ha	1.90		
6	31 11 00	Grubbing	ha	1.20		
7	31 14 13	Soil Stripping and Stockpiling	m2	38,100		
8	31 23 16.26	Rock Removal	m3	500		
9	31 23 33.01	Excavating, Trenching and Backfilling	m3	14,300		
10	31 32 19.01	Geotextiles (Provisional Item)	m2	12,400		
11	31 37 00	Rip-Rap – R-25	tonne	1,400		
12	32 11 23	Shoulder Material - Reclaimed Asphalt Product (RAP)	tonne	4,700		
13	32 11 16.01	Granular Sub-base – NSTIR Type 2 Gravel	tonne	67,700		
14	32 11 23	Aggregate Base Courses – NSTIR Type 1 Gravel	tonne	33,800		
15	32 12 16	Asphalt Paving – Type "D–HF"	tonne	5,700		
16	32 12 16	Asphalt Paving – Type "B–HF"	tonne	7,900		
17	32 12 16	Asphalt Paving – Asphalt Swale/Gutter	m	1,310		
18	32 12 16	Asphalt Paving - Asphalt Cement	tonne	710		
19	32 15 60	Roadway Dust Control – Water	kl	10,700		
20	32 15 60	Roadway Dust Control – Magnesium Chloride	tonne	50		
21	32 92 19.16	Hydraulic Seeding - Hydroseeding	m2	61,400		
22	32 92 19.16	Hydraulic Seeding – Dry Mulch	m2	61,400		
23	33 42 13	Pipe Culverts - 600mm Dia. (Conc. 65D Culvert)	m	100		
24	33 42 13	Pipe Culverts - 900mm Dia. (Conc. 65D Culvert)	m	70		
25	33 42 13	Pipe Culverts - 1200mm Dia. (Conc. 65D Culvert)	m	90		
26	33 42 13	Pipe Culverts - 1500mm Dia. (Conc. 65D Culvert)	m	70		
27	34 71 13.25	Vehicle W-Beam Guide Rail (Weak Post)	m	540		



Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price/Unit HST Extra	Estimated Total Price HST Extra
	TOTAL EXTENDED AMOUNT (TEA) Excluding HST					

### **TOTAL BID AMOUNT**

TOTAL BID AMOUNT (LCA . TEA)	
TOTAL BID ANIOUNT (LSA + TEA)	
Final white HOT	
Excluding H51	
	TOTAL BID AMOUNT (LSA + TEA) Excluding HST

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

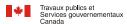


# **ANNEX B - CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Lagation of Warts	7.11			<u> </u>	· · • • · · ·	Contract No.	1 age 1 of 2
Description and Location of Work						Contract No.	
					ļ	Project No.	
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Post	al Code
,		, , ,		,			
						_	
Name of Insured (Contractor)	,	Address (No., Street)		City	Province	e Post	al Code
Additional Insured							
H W : 4 d O : B: 14 C			C.1. T				
Her Majesty the Queen in Right of C	Canada as represented by the Minister of th	ne Environment for th	ie purposes of the F	arks Canada Agency			
Type of Insurance	Insurer Name	Inception Date	Expiry Date		Lim	its of Liability	
(Required when Checked)	and Policy Number	D/M/Y	D/M/Y	Day Occurrence		Cananal	Commission On anations
				Per Occurrence	Annuai	General ate	Completed Operations Aggregate
Commercial General							
Liability				\$	\$		\$
Umbrella/Excess							
Liability				\$	\$		\$
Builder's Risk /				•			
Installation Floater				\$			
_					Per Inc	ident	Aggregate
Pollution Liability				<b>  \$</b>	_	curence	\$
					1 01 00	curcince	
☐ Marine Liability				\$			
					Per Inc	ident	Aggregate
Aviation Liability				\$	_	curence	\$
	re issued by insurers in the course of thei				clude		
the applicable insurance coverage	s stated on page 2 of this Certificate of In	surance, including ac	Ivance notice of ca	ncellation / reduction	in coverage.		
Name of person authorized to sign on	behalf of Insurer(s) (Officer, Agent, Broker)			Telephone	e Number		
Tham of person damen as to eight on	20.1a.			. Grophion			
				<del></del>			
Signature				Date	D/M/Y		





Public Works and Government Services

# **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.

Contact Information



### **ATTESTATION FORM**

Parks Canada Responsible Authority/Project Lead

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

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

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

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

Address

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	



Mark "Yes" where applicable.

Name \_\_\_\_\_

Date \_\_\_\_\_

	meeting has been held to discuss hazards and access to the work place and all known and foreseeable szards have been identified to the contractor and/or subcontractor(s)
	ne contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and arks Canada's policies and procedures, regarding occupational health and safety.
	ne contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and othing.
	ne contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all escribed safety materials, equipment, devices and clothing at all times.
	ne contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety Parks Canada employees.
and	ne 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 immencement of the work.
wo	here a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the ork 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.
	ne contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any nergency 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.	

Signature \_\_\_\_\_