



# INVITATION TO TENDER INVITATION À SOUMISSIONNER

#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency Central Registry Agence Parcs Canada Registre central 111 Water Street / 111, rue Water Est Cornwall, ON, K6H 6S3 Bid Fax: (877) 558-2349 Solicitation No. - No. de linvitation 5P300-17-5426

#### 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: Ill 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).

#### **Comments** Commentaries:

Vendor/Firm Name and Address: Raison sociale et adresse du fournisseur / de llentrepreneur:

## Issuing Office - Bureau de distribution:

Parks Canada Agency Contracting Operations 111 Water Street East Cornwall, Ontario, K6H 6S3

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Agence Parcs Canada Opérations des approvisionnements 111, rue Water Est Cornwall, Ontario, K6H 6S3

Title  Sujet: ITT  Pukaskwa National Park Road Reconstruction Project.		
Solicitation No No. de llinvitation:	Date:	
5P300-17-5426	2017-09-21	
GETS Reference No.   No de référence	de SEAG:	
Client Reference No.   No. de référence	du client :	
Solicitation Closes / Llinvitation prend fin:	Time Zone / Fuseau horaire :	
at [ à 02:00 PM on [ le 2017-10-31 (yy-mm-dd)	Eastern daylight time (EDT) / Heure avancée de l'Est (HAE)	
Address Inquiries to - Adresser toute de Sheldon Lalonde (sheldon.lalon	•	
Telephone No No de telephone:	Fax No. No de Fax:	
(613) 938-5948	(866) 246-6893	
Destination of Goods, Services, and Co Destinations des biens, services et cons See Herein		

## TO BE COMPLETED BY THE BIDDER A ÊTRE COMPLETÉ PAR LE SOUMISSIONNAIRE

Vendor/Firm Name and Address Raison sociale et adresse du fournisseu	ur/de l®entrepreneur :
Telephone No No de téléphone Facsimile No N° de télécopieu Email   Courriel :	
Name and title of the person authorized Vendor/Firm (type or print) Nom et titre de la personne autorisée à : llentrepreneur (taper ou écrire en caract	signer au nom du fournisseur/ de
Name	Title
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 the Contract Officer, identified herein, 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>

#### **BIDDER** S CONFERENCE

A bidders' conference will be held at Pukaskwa National Park, Administration building, Hwy 627, Heron Bay, ON. P0T 1R0, on **October 05, 2017 (Thursday) at 01:00 pm EDT**.

#### **ASPHALT CEMENT PRICE ADJUSTMENT**

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

#### **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.

#### **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.

#### SPECIFICATIONS AND DRAWINGS FOR THIS PROJECT ARE ONLY AVAILABLE IN ENGLISH

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## R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-04-27)

The following GIBs are included by reference and are available at the following Web Site

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

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
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## 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 href="http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html</a>

#### 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 (2017-04-27)
  - 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: <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 **seven (7)** 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 BIDDERIS CONFERENCE

There will be a **bidders' conference** on **October 05**, **2017 (Thursday) at 01:00 pm EDT**. Interested bidders are to meet at:

Pukaskwa National Park, Administration building Hwy 627, Heron Bay, ON. P0T 1R0

A teleconference line has also been set up for bidders wishing to join via telephone by the following number:

**Call #:** 1-877-413-4788 **Call ID:** 5464064

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **October 3, 2017 by 01:00 pm EDT**.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

#### 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 **(877) 558-2349**.

#### 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 **613-938-5948**.

#### 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.
- 2. If the extension referred to in paragraph 1.of Sl08 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
  - 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 Canadals 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 (1), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

#### SI10 WEB SITES

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

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) http://www.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 <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>

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**

#### 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.

#### 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.
- 2. Price Adjustment formulae:
  - 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 the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <a href="http://www.mto.gov.on.ca">http://www.mto.gov.on.ca</a>. This price index shall be used to calculate the adjustment per ton of all grades 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;
  - d) General Conditions and clauses

GC1	General Provisions  Construction Services	R2810D	(2017-08-17);
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);
	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Olnsurance	R2900D	(2008-05-12);
Allow	able Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supp	lementary 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: <a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>
- 3. 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**

TITLE: Pukaskwa National Park Road Reconstruction Project

SOLICITATION NUMBER: 5P300-17-5426

RAO2 RUSINESS NAM	IE AND ADDRESS OF BIDDER	
		Email:
		PBN:
BA03 THE OFFER		
	ada to perform and complete the for the Total Bid Amount of:	work for the above named project in accordance
\$		excluding applicable taxe(s).
(amount in numb	pers)	
	np Sum Amount represents all wo to Mob/Demob, testing, inspection	rk described in the Summary of Work document ns, travel, etc.).
	ating please use the form entiti Submit with the offer.	led [ 00_41_13.01 Stipulated Sum Price
BA04 BID VALIDITY F The bid shall not be with		ays following the date of solicitation closing.
	Contractor's offer by Canada, a bi documents forming the Contract	nding Contract shall be formed between Canada shall be the contract documents identified in
BA06 CONSTRUCTIO	N TIME	
The Contractor shall per acceptance of the offer.	form and complete the work by Nc	ovember 30, 2019 from the date of notification of
	oid security with its bid in accordar ctions - Construction Services - Bi	nce with GI08 - Bid Security Requirements of d Security Requirements.
BA08 SIGNATURE		
Name and title of person	authorized to sign on behalf of Bi	dder (Type or print)
Signature		Pate

## **APPENDIX 1 - STATEMENT OF WORK**

## Pukaskwa National Park Road Reconstruction Project.

Specifications have been produced by **Parsons Inc.** as prime consultant and are attached as a separate documents:

- 1) 791 PUK NP Road Reconstruction Project Contract Documents (Issued for Tender, 2nd).
- 2) 791 PUK NP Road Reconstruction Project Contract Drawings (Issued for Tender, 2nd)
- 3) 791 PUK NP Road Reconstruction Project Geotechnical Design Report
- 4) 791 PUK NP Road Reconstruction Project Pavement Design Report
- 5) 00 41 13.01 Stipulated Sum Price Breakdown Form

## **APPENDIX 2 - 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 3 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

#### Contracting Authority is:

#### **Sheldon Lalonde**

Contracting Officer, National Contracting Services
Chief Financial Officer Directorate
Parks Canada Agency
111 Water Street East,
Cornwall, Ontario K6H 6S3
sheldon.lalonde@pc.gc.ca
Telephone 613-938-5948
www.parkscanada.gc.ca
Government of Canada

The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **Project Authority is:**

Name :	 	 	
Title :			
Department :			
Division :			
Telephone :			
e-mail :			

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## **ANNEX A : ATTESTATION FORMS**

	ANNE	EX A - CERT	TIFICATE (	OF INSURAN	ICE	Page 1 of 2
Description and Location of Work					Contract No.	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., Str	reet)	City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Str	reet)	City	Province	Postal Code
Additional Insured: <i>Her Majesty t</i>	he Queen in Right of Canada as re	presented by the l	Minister of the E	Environment for the	e purposes of the Park	s Canada Agency
Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liability	
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$     \$
Builderls Risk /				\$		
Pollution Liability				\$	Per Incident Per Occurence	Aggregate \$
☐ Marine Liability				\$		
Aviation Liability				\$	Per Incident Per Occurence	Aggregate \$
I certify that the above policies we the applicable insurance coverage	vere issued by insurers in the course of ges stated on page 2 of this Certificate	their Insurance bus of Insurance, includ	siness in Canada, ing advance notic	are currently in force e of cancellation / re	and include duction in coverage.	
Name of person authorized to sign	on behalf of Insurer(s) (Officer, Agent, Bro	ker)		— <u>т</u>	elephone Number	
Signature				<u>_</u>	Date D/M/Y	

\*

Travaux publics et Services gouvernementaux 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

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.

## **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)		
required		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		
Mark 『Yes』 where applicable.		
main i resi wilere applicable.		

hazards have been identified to the contractor and/or subcontractor(s)

A meeting has been held to discuss hazards and access to the work place and all known and foreseeable

The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and

Solicitation No. -  $N^{\circ}$  de l'invitation : 5P300-17-5426 Amd. No. -  $N^{\circ}$  de la modif. Client Ref. No. -  $N^{\circ}$  de réf. du client File Name - Nom du dossier : **Pukaskwa National Park Road Reconstruction Project.** 

	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,	(contractor), certify that I have read, understood and attest that my
firm. em	ployees and all sub-contractors will comply with the requirements set out in this document and the terms
	ditions of the contract.
Name	Signature
	<u> </u>
Dato	