

## **RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency 1869 Upper Water Street, Suite AH 201 Halifax, Nova Scotia B3J 1S9 Bid Fax: (902) 426-1775

# INVITATION TO TENDER APPEL D'OFFRES

## Tender To: Parks Canada Agency

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

## Soumission aux: l'Agence Parcs Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans la présente at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

## Comments - Commentaries

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

Issuing Office - Bureau de distribution

Parks Canada Agency 1869 Upper Water Street, Suite AH 201 Halifax, Nova Scotia B3J 1S9

| Title-Sujet Vertical Platform Lift Replacements Citadel National Historic Site                         |                                    |                                       |   |  |
|--|------------------------------------|---------------------------------------|---|--|
| Solicitation No No. de l'invitation<br>5P201-17-5182/A   |                                    | 1 5                                   | Date:<br>09 February 2018                                   |  |
| GETS Reference No. – No de reference de<br>SEAG<br>PW-18-00815426                                      |                                    |                                       | Client Ref. No. – No. de réf du client. $\label{eq:NA} N/A$ |  |
| Solicitation   | Closes:                            |                                       |   |  |
| <b>at</b> – <b>à</b><br>14:00  | <b>on – le</b><br>27 February 2018 | Time Zone - Fuseau horaire<br>AST HNA |   |  |
| F.O.B F.A.B.  Plant-Usine: □ Destination: ☑ Other-Autre: □   |                                    |                                       |   |  |
| Address Inqu   | iries to: - Adresser toute d       | emano                                 | le de renseignements à :                                    |  |
| Jaime Creas  | ser, Jaime.Creaser@pc              | .gc.c                                 | <u>a</u>  |  |
| Telephone No No de téléphone   |                                    |                                       | Fax No. – No de FAX:  |  |
| (902) 426-7513   |                                    |                                       | (902) 426-1775  |  |
| Destination of Goods, Services, and Construction:<br>Destinations des biens, services et construction: |                                    |                                       |   |  |
| See Herein – Voir ici  |                                    |                                       |   |  |

## TO BE COMPLETED BY THE BIDDER (type or print) À ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE (taper ou écrire en caractères d'imprimerie)

| Vendor/Firm Name – Nom du fournisseur/d                       | de l'entrenreneur                    |
|---|--------------------------------------|
| vendor/Firm realite – reom du rourmsseur/e                    | ie i chirepreneui                    |
|   |                                      |
| Address - Adresse   |                                      |
|   |                                      |
|   |                                      |
| Name of person authorized to sign on behal                    |                                      |
| Nom de la personne autorisée à signer au no                   | om du fournisseur/ de l'entrepreneur |
|   |                                      |
| Titale - Titre  |                                      |
| Traie - True  |                                      |
|   |                                      |
| Telephone No N° de téléphone:                                 |                                      |
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| -   |                                      |
| -   |                                      |
| Telephone No N° de téléphone: Facsimile No N° de télécopieur: |                                      |



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## **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 [Name] at [email address] 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

## **ELEVATOR MAINTENANCE REQUIREMENT**

Include the following when elevator maintenance is required as part of the elevator modernization works. This solicitation includes elevator(s) maintenance as part of the works. Refer to the Supplementary Conditions SC03

## **ADDITION OF TERMINOLOGY**

Take note of the additional paragraph included in clause R2810D identified in SC02.

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## R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (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
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Client Ref. No. - N° de réf. du client

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

## SI01 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, R2410T (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 R2410T 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.

3. Tenders received by fax will be accepted as official.

R2410T section GI07, add following paragraph;

- 5. Tenders received by fax will be accepted as official and must meet the following requirements
- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate:
  - Project number
  - Solicitation number
  - Bidder's name
  - Closing Date and Time
- c. Must be received before tender closing time at fax number (902) 426-1775.

## SI02 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 at e-mail address <a href="mailto:Jaime.Creaser@pc.gc.ca">Jaime.Creaser@pc.gc.ca</a>. Except for the approval of alternative materials as described in GI13 of R2410T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, PCA will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non- compliant.

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## SI03 OPTIONAL SITE VISIT

- 1. There will be an optional site visit on 15 February, 2018 at 13:30 (local time). Interested bidders are to meet at Halifax Citadel, National Historic Site, 5425 Sackville Street, Halifax, NS, Canada B3J 3Y3. The meeting will be held in the Cavalier Building, third floor boardroom. (The Cavalier Building is located inside the Halifax Citadel, it is the building in the centre of the parade).
- 2. The site visit for this project is OPTIONAL. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.
- 3. <u>Safety Attire</u> It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

## SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with Gl08 of R2410T. The facsimile number for receipt of revisions is (902) 426-1775

## SI05 BID RESULTS

- 1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2. Following solicitation closing, bid results may be obtained by emailing Jaime.Creaser@pc.gc.ca.

## SI06 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 GI09 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 GI09 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)

## SI07 BID VALIDITY PERIOD

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- 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.above 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.above 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 Canada's rights in law or under GI09 of R2410T.

## SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided **paper copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

## SI09 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:

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Code of Conduct and Certifications

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-ena.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

Trade agreements

https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements

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## **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 | (2017-11-28); |  |  |
|--|--|--------|---------------|--|--|
| GC2  | Administration of the Contract                 | R2820D | (2016-01-28); |  |  |
| GC3  | Execution and Control of the Work              | R2830D | (2017-11-28); |  |  |
| GC4  | Protective Measures                            | R2840D | (2008-05-12); |  |  |
| GC5  | Terms of Payment                               | R2550D | (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                             | R2884D | (2016-01-28); |  |  |
| GC9  | Insurance                                      | R2900D | (2008-05-12); |  |  |
| Allowable Costs for Contract Changes Under GC6.4.1 |  | R2950D | (2015-02-25); |  |  |
| Suppler  | Supplementary Conditions                       |        |               |  |  |

- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <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>

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.

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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## 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.

## 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 contract award, 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 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

## "Architectural and Engineering Services":

Mean's services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

#### "Construction Services":

Means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

Buyer - l'acheteur Jaime Creaser

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## "Facility Maintenance Services":

Means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

## SC03 ELEVATOR MAINTENANCE REQUIREMENT

 This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the Section 14 42 16 of the Specifications. For details refer to the technical specifications. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the work and continue until the expiry of the warranty period.

Buyer - l'acheteur Jaime Creaser

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Signature

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

| BA01    | IDENTIFICATION  |                 |
|---------|---|-----------------|
| Vertica | Platform Lift Replacements - Citadel National Historic Site   |                 |
| BA02    | BUSINESS NAME AND ADDRESS OF BIDDER   |                 |
| Name:   | - <del></del> -   |                 |
| Addres  | s:  |                 |
| Teleph  | one: Fax: PBN:  |                 |
| E-mail  | address:  |                 |
| BA03    | THE OFFER   |                 |
|         | dder offers to Canada to perform and complete the Work for the above named project in accordance ents for the Total Bid Amount of   | with the Bid    |
| \$      | excluding Applica   | ble Taxe(s).    |
|         | (amount in numbers)   |                 |
|         | are reminded that it is their responsibility to include in their bid all work as described in the drawing ations.   | s and           |
|         | BID VALIDITY PERIOD must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.  |                 |
| Upon a  | ACCEPTANCE AND CONTRACT cceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and cuments forming the Contract will be the Contract Documents identified in "Contract Documents (CI |                 |
| BA06    | CONSTRUCTION TIME   |                 |
| The Co  | ntractor must perform and complete the Work by 20 December 2019.  |                 |
|         | evator must remain in service from April 1, 2018 to November 1, 2018. All work must be completed and in accordance with the milestones specified within the specifications.   | outside of this |
| BA07    | SIGNATURE   |                 |
| Name :  | and title of person authorized to sign on behalf of Bidder (Type or print)  |                 |

Date

Buyer - l'acheteur Jaime Creaser

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## **APPENDIX 1 - INTEGRITY PROVISIONS**

(Text copied from the Ineligibility and Suspension Policy <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a> dated 2016-04-04)

**List of names:** All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no

Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the

iii. Bidders that are a partnership do not need to provide a list of names.

| information. Providing the required names is a mandatory requirement for award of a contract or real property agree Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement. |   |  |  |
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## ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

|  | * |  |
|--|---|--|
|  |   |  |

Travaux publics et Services gouvernementaux Canada Public Works and Government Services Canada

## **CERTIFICATE OF INSURANCE**

Page 1 of 2

| Description and Location of Wor  | k                                  |                                |                       |                   |                                | Contract No.                         |
|--|------------------------------------|--------------------------------|-----------------------|-------------------|--------------------------------|--------------------------------------|
| Vertical Platform Lift Replaceme   | nts - Citadel National Historic S  | Site                           |                       |                   |                                | 5P201-17-5182<br>Project No.<br>N/A  |
| Name of Insurer, Broker or Ager  | nt Address (No                     | o., Street)                    | City                  | Province          | Postal (                       | Code                                 |
|  |                                    |                                |                       |                   |                                |                                      |
| Name of Insured (Contractor)   | Address (No                        | o., Street)                    | City                  |                   | Province                       | Postal Code                          |
| Additional Insured   |                                    |                                |                       |                   |                                |                                      |
| Her Majesty the Queen in F<br>Canada Agency                                    | Right of Canada as repres          | ented by the l                 | Minister of the       | Environment       | t for the purpos               | ses of the Parks                     |
| Type of Insurance  | Insurer Name<br>and Policy Number  | Inception<br>Date<br>D / M / Y | Expiry Date D / M / Y |                   | Limits of Lia                  |                                      |
| Commercial General<br>Liability  |                                    |                                |                       | Per<br>Occurrence | Annual<br>General<br>Aggregate | Completed<br>Operations<br>Aggregate |
| Umbrella/Excess<br>Liability   |                                    |                                |                       | \$                | \$                             | \$                                   |
|  |                                    |                                |                       | \$                | \$                             | \$                                   |
|  |                                    |                                |                       |                   |                                |                                      |
|  |                                    |                                |                       |                   |                                |                                      |
|  |                                    |                                |                       |                   |                                |                                      |
| I certify that the above policie<br>the applicable insurance cove<br>coverage. |                                    |                                |                       |                   |                                |                                      |
|  |                                    |                                |                       |                   | 7                              |                                      |
| Name of person authorized to sign  | gn on behalf of Insurer(s) (Office | cer, Agent, Broke              | er)                   |                   |                                | Telephone number                     |
|  |                                    |                                |                       |                   |                                |                                      |
| Signature  |                                    |                                |                       |                   |                                | Date D/M/Y                           |
|  |                                    |                                |                       |                   |                                |                                      |

Buyer - l'acheteur Jaime Creaser

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#### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage 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 the Environment for the purposes of the Parks Canada Agency.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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-quidelines/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.

## **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.

## **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.

#### Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

Client Ref. No. - N° de réf. du client

File Name - Nom du dossier Vertical Platform Lift Replacements - Citadel National Historic Site

## **ANNEX B - ATTESTATION FORM**

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

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

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

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

| Parks Canada Responsible Authority/Project Lead            | Address | Contact Information |
|--|---------|---------------------|
|  |         |                     |
|  |         |                     |
| Project Manager/Contracting Authority (delete as required) |         |                     |
| Trojod Managon Contracting Nationly (dolote do required)   |         |                     |
|  |         |                     |
|  |         |                     |
| Prime Contractor   |         |                     |
|  |         |                     |
|  |         |                     |
| Subcontractor(s) (add additional fields as required)       |         |                     |
|  |         |                     |
|  |         |                     |
|  |         |                     |
|  |         |                     |
| Location of Work   |         |                     |
|  |         |                     |
|  |         |                     |
|  |         |                     |
| General Description of Work to be Completed                |         |                     |
|  |         |                     |
|  |         |                     |
|  |         |                     |
|  |         |                     |
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|  |         |                     |
|  |         |                     |
|  |         |                     |
|  |         |                     |

Buyer - l'acheteur Jaime Creaser

Client Ref. No. - N° de réf. du client

File Name - Nom du dossier Vertical Platform Lift Replacements - Citadel National Historic Site

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