

### RETURN BIDS TO:

**RETOURNER LES SOUMISSIONS Á:** 

Parks Canada Agency 3 Passage du Chien-d'Or, Quebec, QC G1R 3Z8

### 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 Attn: Josée Gagnon 3 Passage du Chien-d'Or, Quebec, QC G1R 3Z8

# Canada

<b>Title-Sujet</b> Marsh Boardwalk Phase 1 Construction Point Pelee National Park				
Solicitation N 5P201-18-0	o No. de l'invitation 0007/A		Date: March 20th 2018	
GETS Refere PW-18-008	ence No. – No de ref. de SE. 19872	AG	Client Ref. No. – No. de réf du client. 1503	
Solicitation	ı Closes:	<u> </u>		
at - àon - leTime Zone - Fuseau horaire2:00 PMApril 13th 2018EDT				
F.O.B F.A.I Plant-Usin	_	n: ⊡	I Other-Autre: □	
Address Inqu	iries to: - Adresser toute de	eman	de de renseignements à :	
Josée Gagn				
Josée.Gag	gnon@pc.gc.ca			
Telephone No No de téléphone			Fax No. – No de FAX:	
(418) 648-2502 (418) 649-6971			(418) 649-6971	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:				
See Herein – Voir aux présentes				

#### 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 fou	urnisseur/de l'entrepreneur
Address - Adresse	
Name of person authorized to sig	
	igner au nom du fournisseur/ de l'entrepreneur
Titale - Titre	igner au nom du fournisseur/ de l'entrepreneur
Titale - Titre Telephone No N° de téléphone:	· ·
Titale - Titre Telephone No N° de téléphone:	



# 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 Josée Gagnon at Josee.Gagnon@pc.gc.ca in order to obtain a Direct Deposit enrollment form.

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

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# R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-09-21)

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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#### 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 Bid Security Requirements R2710T (2017-09-21)
  - 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment 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.

#### 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 Josée.Gagnon@pc.gc.ca. Except for the approval of alternative materials as described in GI15 of R2710T, 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.

#### SI03 OPTIONAL SITE VISIT

1. There will be an optional site visit on Thursday March 29th 2018 at 1pm local time. Interested bidders are to meet at:

The Marsh Boardwalk Day Use Area Point Pelee National Park

2. <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.

Buyer - l'acheteur Josée Gagnon

#### SI04 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 (418) 649-6971.

#### 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 Josee.Gagnon@pc.gc.ca.

#### SI06 INSUFFICIENT FUNDING

- 1) 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)

#### SI07 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.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
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic or 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:

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf

Bid Bond (form PWGSC-TPSGC 504) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf

Performance Bond (form PWGSC-TPSGC 505) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\_eng.pdf

Labour and Material Payment Bond (form PWGWSC-TPSGC 506) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf

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

PWGSC, 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 <u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</u>

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

# 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 claus

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	R2850D	(2016-01-28);				
GC6	Delays and Changes in the Work	R2865D	(2016-01-28);				
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);				
GC8	Dispute Resolution	R2880D	(2016-01-28);				
GC9	Contract Security	R2890D	(2014-06-26);				
GC10	Insurance	R2900D	(2008-05-12);				
Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);							
Supplementary Conditions							

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

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment 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.

#### SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING

There is no document security requirement applicable to this Contract.

#### SC02 INSURANCE TERMS

#### 1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### 2) **Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### 3) **Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after 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.

# BID AND ACCEPTANCE FORM (BA)

#### **BA01 IDENTIFICATION**

Title: Marsh Boardwalk Phase 1 Construction - Point Pelee National Park

Reference Number: 5P201-18-0007/A

#### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name:			
Address:			
Telephone:	Fax:	PBN:	
E-mail address:			

#### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

#### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

#### **BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

#### BA06 CONSTRUCTION TIME

The Contractor must begin the work at contract award and complete it no later than 31 March 2019.

#### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

#### BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

# **APPENDIX 1 - COMBINED PRICE FORM (6 pages)**

- 1) The prices per unit will 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.

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.

#### LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

# Bid Form Point Pelee National Park 1503 PPNP Marsh Boardwalk Phase 1 Construction

Item No	Spec No	Description	Est. Qty. Column A	Unit	Unit Price Column B	Amount Column C= (Column A X Column B)	
PART A: I	PART A: EXCAVATION & GRADING						
A1	SP	TREE PROTECTION FENCING	50	lm		\$	
A2	SP	CONSTRUCTION FENCE	268	lm		\$	
A3	SP	SILTATION CONTROL FENCE	120	lm		\$	
A4	SP	SILTATION CONTROL FENCE - IN WATER	150	Im		\$	
A5	SP	EARTH EXCAVATION AND GRADING	1	LS		\$	
						\$	

Item No	Spec No	Description	Qty	Unit	Unit Price	Amount		
PART B: HARDSCAPE								
B1	051223, 055000, 061000, 061500	BOARDWALK STRUCTURE INCLUDING DECK AT MARSH TOWER AREA. INCLUDING DESIGN, SUPPLY AND INSTALL OF COMPLETE STEEL FRAMING, ALL WOOD COMPONENTS, CATHODIC CORROSION PROTECTION SYSTEM AND CONNECTION TO EXISTING FLOATING BOARDWALK. INCLUDE ALSO REMOVAL AND REINSTATMENT OF WOOD PERGOLA AND OTHER SITE FIXURES.	1	LS		\$		
B2	24500	DESIGN, SUPPLY AND INSTALLATION OF HELICAL PILE DEEP FOUNDATIONS, INCLUDING TESTING, CUSTOM BRACKETS AND GALVANIZING.	1	LS		\$		
В3	55000	MARSH TOWER UPGRADES INCLUDING STAIR TREADS AND OTHER MODIFICATIONS.	1	LS		\$		
	<b>PART</b> ' <b>E</b> (Additior	\$						

Item No	Spec No	Description	Qty	Unit	Unit Price	Amount
PART C:	PART C: MISCELLANEOUS					
C1	SP	ADMINISTRATIVE FEES	1	LS		\$
C2	SP	SURVEY LAYOUT	1	LS		\$
C3	SP	AS-CONSTRUCTED INFORMATION	1	LS		\$
	PART 'C' Sub Total <u>Contract</u> Price (excluding all applicable taxes) (Addition of Lines C1 to C3) <b>*Transfer to Summary Page</b>					

Item No	Spec No	Description	Est. Qty.	Unit	Unit Price	Amount
PART D:	UNIT PR	ICES				
D1	SP	OVER EXCAVATION OF UNSUITABLE MATERIAL	1	M3		\$
D2	SP	OVER DREDGING OF MARSH BOTTOM OF UNSUITABLE MATERIAL	1	М3		\$
D3	24500	INSTALLATION OF INDIVIDUAL HELICAL PIERS.	1	EACH		\$
D4	24500	INSTALLATION OF ADDITIONAL 1.5 METER EXTENSION OF HELICAL PILE FOUNDATION BEYOND LENGTH SPECIFIED TO GAIN NECESSARY STRENGTH	1.5	Μ		\$
D5	SP	CRUSHED CLEAR STONE UNDER MARSH TOWER DECK	1	М3		\$
	<b>PART</b> ' <b>E</b> (Additior	\$				

Item No	Spec No	Description	Est. Qty.	Unit	Unit Price	Amount	
PART E:	PART E: PROVISIONAL ITEMS						
E1	SP	DESIGN AND CONSTRUCT NEW WOOD PERGOLA WITH SIMILAR STYLE AND MATERIALS AS EXISTING REMOVED PERGOLA EXCEPT WITH DIMENSIONS TO SUIT NEW BOARDWALK STRUCTURE BASED ON FIELD MEASUREMENTS.	1	МЗ		\$	
		PART 'E' Sub Total <u>Contract</u> Price (excluding all applicable taxes) (Addition of Line E1) <b>*Transfer to Summary Page</b>					

### 1503 PPNP

# **BID FORM SUMMARY**

1	PART A: EXCAVATION & GRADING	\$
2	PART B: HARDSCAPE	\$
3	PART C: MISCELLANEOUS	\$
4	PART D: UNIT PRICES	\$
5	PART E: PROVISIONAL ITEMS	\$
6	Total Contract Amount (excluding all applicable taxes) Line 6 = (Addition of Lines 1 to 5)	\$

# **APPENDIX 2 - INTEGRITY PROVISIONS**

(Text copied from the Ineligibility and Suspension Policy <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html dated</u> 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
- iii. Bidders that are a partnership do not need to provide a list of names.

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 information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. 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.



# ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

Public Works and Government Services Canada		C	ERTIFICA	ATE OF IN	ISURANCE Page 1 of 2	
nstruction Point Palaa N	ational Park				Contract No. 5P201-18-0007/A	
					Project No. 1503	
Address (No	o., Street)	City	Province	Postal (	Code	
Address (No	o., Street)	City	F	Province	Postal Code	
					linister of the	
Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Lial	bility	
			Per Occurrence	Annual General Aggregate	Completed Operations Aggregate	
			\$	\$	\$	
			\$	\$	\$	
			\$			
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)						
				[		
					Date D/M/Y	
	Government Services Canada  Instruction - Point Pelee N Address (No Address (No Address (No Canada, referred to Canada, referred, referred,	Government Services Canada   Instruction - Point Pelee National Park  Address (No., Street)  Address (No., Street)   address (No., Street)   address (No., Street)  Insurer Name Inception Date D/M/Y   swere issued by insurers in the course of trage's stated on page 2 of this Certificate of	a Government Services Canada         Instruction - Point Pelee National Park         Address (No., Street)         City         Insurer Name and Policy Number         D/M/Y         D/M/Y         M/Y         Street         Stree         Stree<	a Government Services Canada         Instruction - Point Pelee National Park         Address (No., Street)       City         Address (No., Street)       City         Address (No., Street)       City         Insurer Name       Inception         D / M / Y       Per         Occurrence       \$         Insurer Name       Inception         D / M / Y       Per         Occurrence       \$         see issued by insurers in the course of their Insurance business in Can rage's stated on page 2 of this Certificate of Insurance, including advance	Address (No., Street)       City       Province         ght of Canada, referred to in the contract as "Her Majesty," represented by the Minister         Insurer Name       Inception       Expiry Date         Insurer Name       D/M/Y       Per       Annual         Qeneral       Qeneral       Aggregate       \$         \$       \$       \$       \$       \$         u       Insurer Name       D/M/Y       Per       Annual         General       Aggregate       \$       \$       \$         s       \$       \$       \$       \$       \$         were issued by insurers in the course of their Insurance business in Canada, are current rage's stated on page 2 of this Certificate of Insurance, including advance notice of cancel       Cancel	

#### 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 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" (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</u>).

# 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
Contracting Authority		T(1) 1 (440) 040 0500
Josée Gagnon	3, passage du Chien-d'Or Québec, QC G1R 3Z8	Téléphone : (418) 648-2502 Email :
		Josee.Gagnon@pc.gc.ca
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work Point Pelee National Park

General Description of Work to be Completed

Marsh Boardwalk Phase 1 Construction

#### Mark "Yes" where applicable.

A meeting has been held to discuss hazards and access to the work place and all known and foreseeable
hazards have been identified to the contractor and/or subcontractor(s)
The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation
and Parks Canada's policies and procedures, regarding occupational health and safety.
The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices
and clothing.
The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all
prescribed safety materials, equipment, devices and clothing at all times.
The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and
safety of Parks Canada employees.
The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment
and has put in place a health and safety plan and informed its employees accordingly, prior to the
commencement of the work.
Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in
the work place, it will place warning signs at access points warning persons of the presence of the
substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any
emergency procedures applicable to the site.

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

Name \_\_\_\_\_

Signature\_\_\_\_\_

Date \_\_\_\_\_