



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Parks Canada Agency
1300 - 635 8 Ave SW
Calgary, AB T2P 3M3
Bid Fax: (866)246-6893

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
1300-635 8 Ave SW
Calgary, AB T2P 3M3

Title-Sujet Highway 93S Erosion and Pit Crushing – Kootenay National Park		
Solicitation No. - No. de l'invitation 5P420-18-0208/A	Date: July 16, 2018	
GETS Reference No. – No de reference de SEAG PW-18-00834847	Client Ref. No. – No. de réf du client. 67304	
Solicitation Closes:		
at – à 2:00 PM	on – le Date: July 24, 2018	Time Zone - Fuseau horaire MDT - HAR
F.O.B. - F.A.B.		
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other-Autre: <input type="checkbox"/>
Address Inquiries to: - Adresser toute demande de renseignements à :		
Andrea Major andrea.major@pc.gc.ca		
Telephone No. - No de téléphone	Fax No. – No de FAX:	
(403) 292-5451	1 (866) 246-6893	
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 SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)

Vendor/Firm Name – Nom du fournisseur/de l'entrepreneur	
Address - Adresse	
Name of person authorized to sign on behalf of the Vendor/Firm Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur	
Titale - Titre	
Telephone No. - N° de téléphone:	_____
Facsimile No. - N° de télécopieur:	_____
Signature	Date

Solicitation No. - N° de l'invitation
5P420-18-0206/A

Amd. No. - N° de la modif.

Buyer - l'acheteur
Andrea Major

Client Ref. No. - N° de réf. du client
67304

File Name - Nom du dossier
Hwy 93S Erosion and Pit Crushing KNP

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 enrollment form.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Revision of Bid
SI04	Bid Results
SI05	Insufficient Funding
SI06	Bid Validity Period
SI07	Construction Documents
SI08	Security Related Requirements
SI09	Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)

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
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage
GI18	Code of Conduct for Procurement—bid

Solicitation No. - N° de l'invitation
5P420-18-0206/A

Amd. No. - N° de la modif.

Buyer - l'acheteur
Andrea Major

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67304

File Name - Nom du dossier
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CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01 Security Related Requirements, Documents Safeguarding
SC02 Insurance Terms

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Construction Time
BA07 Bid Security
BA08 Signature

APPENDIX "1" COMBINED PRICE FORM

APPENDIX "2" INTEGRITY PROVISIONS

ANNEX "A" CERTIFICATE OF INSURANCE

ANNEX "B" ATTESTATION FORM

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 (2018-06-21);
 - 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment 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 andrea.major@pc.gc.ca. Except for the approval of alternative materials as described in G115 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 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is 1 (866) 246-6893.

SI04 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 andrea.major@pc.gc.ca or calling number. 1 (403) 292-5451.

SI05 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)

SI06 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.

SI07 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.

SI08 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

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

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

Labour and Material Payment Bond (form PWGSC-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

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

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 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	(2018-06-21);
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	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
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:

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

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, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

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

Highway 93S Erosion and Pit Crushing - Kootenay National Park (KNP)

Slope protection work on Highway 93S in KNP at km 78 due to erosion by the Kootenay River and aggregate processing. The bulk of the work includes 2,300 m2 geotextile, 1,300 m2 rip-rap loading and placement (owner supplied) and 15,000 m3 of aggregate production.

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 perform and complete the Work by 15 September, 2018.

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

- 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.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Extended amount (EQ x PU) applicable tax(es) extra
1	N/A	Mobilization / Demobilization	LS	1	
2	N/A	Traffic Accommodation	LS	1	
3	N/A	Prime Cost Sum	LS	1	\$215,000.00

LUMP SUM AMOUNT (LSA) Excluding applicable tax(es)
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
1	31 11 00	Clearing and Grubbing				
		a) Clearing and Grubbing	m2	200		
2	31 24 13	Roadway and Drainage Excavation				
		a) Stripping, Screening and Placement in Stockpiles	m3	4000		
		b) Type D Excavation	m3	500		
		c) Type D Haul to Waste	m3	2000		
3	31 11 19	BC MoTi Aggregate				
		a) Production of 12.5 mm Winter Aggregate	m3	10000		
4	31 05 16	AT Designation 6 - 80mm Aggregate				
		a) Production of 6 - 80 mm Sub Base Aggregate	m3	4000		
		b) Production of 4 - 25 mm Gravel Surfacing Aggregate	m3	800		

5	32 11 20	Granular Sub-Base Course					
		a) Granular Sub-Base Course	m3	440			
6	31 32 19.01	Geotextiles					
		a) Supply and Installation	m2	2300			
7	32 17 31	Riprap					
		a) Riprap	m3	1600			
8	32 91 19.13	Topsoil Placement and Grading					
		a) Topsoil Placement	m3	260			
9	32 92 22	Seeding					
		a) Hydroseeding	hectare	0.2			
10	34 71 13.01	Precast Concrete Barrier					
		a) Supply and Install					
		i) 810 mm CMB-H	Each	58			
		ii) 810 mm CMB-E	Each	52			
		iii) 810 mm CMDB-E	Each	7			
		iv) 810-690 mm CTB-2H	Each	2			
		v) 690-460 mm CTB-1	Each	2			
vi) 460 mm CBN	Each	2					
TOTAL EXTENDED AMOUNT (TEA)							
Excluding applicable tax(es)							

TOTAL BID AMOUNT (LSA +TEA)	
Excluding applicable tax(es)	

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

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured

Her Majesty the Queen in right of Canada, referred to in the contract as "Her Majesty," represented by the Minister of the Environment for the purposes of the Parks Canada Agency, referred to in the contract as the "Minister"

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$

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)

Telephone number

Signature

Date D / M / Y

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.

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)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

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 _____