



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services
Winnipeg, MB, R3B 0R9

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REVISION 003 TO INVITATION TO TENDER

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions remain the same.

Issuing Office:

Parks Canada Agency
National Contracting Services
Winnipeg, MB, R3B 0R9

Title: Pobokton Creek Bridge Rehabilitation, Jasper National Park	
Solicitation No.: 5P468-23-0339/A	Date: May 6, 2024
Amendment No.: 003	
Client Reference No.: N/A	

Solicitation Closes: At: 2:00PM	Time Zone: MDT
On: May 15, 2024	

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: John Umuerri	
Telephone No.: (431) 335-6240	Fax No.: (855) 983-1808
Email Address: john.umuerri@pc.gc.ca	
Destination of Goods, Services, and Construction: See Herein – Voir aux présentes	

TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Email Address:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

Solicitation No.:
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Contracting Authority:
John Umuerrri

Client Reference No.:
N/A

Title:
Pobokton Creek Bridge Rehabilitation, Jasper National Park

Amendment 003

This amendment is raised to incorporate Prompt Payment clauses.

The following is amended:

- A. Section Special Instructions to Bidders (SI)
- B. Section Supplementary Conditions (SC)

A. Section Special Instructions to Bidders (SI)

In: **TABLE OF CONTENTS, SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

Add:

SI15 Changes to the General Instructions

In: **TABLE OF CONTENTS, R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-12-01)**

Add:

GI19 Federal Prompt Payment for Construction Work Act

In: **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

Add:

SI15 CHANGES TO THE GENERAL INSTRUCTIONS

ADD the following to R2710T General Instructions - Construction Services - Bid Security Requirements

GI19 Federal Prompt Payment for Construction Work Act

The resulting contract will be subject to the Federal Prompt Payment for Construction Work Act, S.C. 2019, c.29, s.387.

B. Section Supplementary Conditions (SC)

In: **SUPPLEMENTARY CONDITIONS (SC)**

Delete: **SC03 CHANGES TO THE GENERAL CONDITIONS, in its entirety**

Replace with:

R2850D General Condition (GC) 5 - Terms of Payment >100K - Construction Services

GC5.2 Amount Payable

Remove and Replace GC5.2.1. with the following:

1. Subject to any other provisions of the Contract and Payment Legislation, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.

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GC5.4 Progress Payment

Remove and Replace GC5.4.1.a. with the following:

1. On the expiration of a payment period, the Contractor shall deliver to Canada
 - a. a written progress claim in a form acceptable to Canada and in accordance with Payment Legislation that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

Remove and Replace GC5.4.2. with the following:

2. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the following:
 - a. the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada:
 - i. is in accordance with the Contract; and
 - ii. was not included in any other progress report relating to the Contract.
 - b. if in the opinion of Canada, part of the Work and the Material described in the progress claim is not payable under the Contract:
 - i. a description of that part of the Work and the Material not payable under the contract;
 - ii. the amount that will not be paid; and
 - iii. the reasons for the non-payment.

Remove and Replace GC5.4.4.a. with the following:

4. Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
 - a. 28 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or

GC5.5 Substantial Performance of the Work

Remove and Replace GC5.5.4.a. with the following:

4. Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
 - a. 28 days after the date of issue of a Certificate of Substantial Performance, or

GC5.6 Final Completion

Remove and Replace GC5.6.3.a. with the following:

3. Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
 - a. 28 days after the date of issue of a Certificate of Completion; or

GC5.11 Delay in Making Payment

ADD the following to GC5.11

4. Unless Canada orders the Contractor to suspend the Work or part of the Work pursuant to GC7.2, the Contractor must not stop or suspend the Work or part of the Work pending any payments under the Contract.

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R2865D General Condition (GC) 6 – Delays and Changes in the Work – Construction Services

GC6.5 Delays and Extension of Time

Remove and Replace GC6.5. 4., 5., and 6. with the following:

4. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall, within ten working days of the date the neglect or delay first occurred, give Canada a written notice which shall include:
 - a. a description of the facts and circumstances of the situation sufficient for Canada to properly assess the impacts of the situation;
 - b. indication of its intention to claim for extra costs, losses or damages that are directly attributable to the neglect or delay on the part of Canada; and
 - c. a reasonable estimate of those extra costs, losses or damages that the Contractor intends to claim.
5. When the Contractor has given a notice referred to in paragraph 4) of GC6.5 and such notice contains the information specified therein, the Contractor shall give Canada a detailed written claim for the extra expenses, losses or damages no later than 180 days after the date the delay or neglect first occurred.
6. A detailed written claim referred to in paragraph 5) of GC6.5 shall contain:
 - a. a complete description of the facts and circumstances of the occurrence that is the subject of the claim to allow Canada to determine if the claim or any part thereof is justified;
 - b. a detailed breakdown of claimed extra expenses, losses or damages that are directly attributable to the neglect or delay on the part of Canada; and
 - c. all supporting documentation to demonstrate, to the satisfaction of Canada, that the extra expenses, losses or damages have been incurred and paid. Canada may require that the Contractor supply such further and other information for that purpose as Canada requires.

R2880D General Condition (GC) 8 - Dispute Resolution - 100K to 5M - Construction Services

GC8.1 Interpretation

ADD the following to GC8.1.

4. Nothing in this Contract shall be deemed to affect the rights of the parties to resolve any dispute by adjudication as may be prescribed by the Payment Legislation.

ADD the following to GC8.4

GC8.4.5. The time periods for commencing and completing negotiations set out in GC8.4.1, GC8.4.2, and GC8.4.3 may be extended by Canada for a period of up to 30 days, if, in the sole opinion of Canada, an extension is required for any of the following reasons:

- a. the dispute is complex such that an assessment of the claim by a third party or other professional is required;

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- b. during the course of negotiations, the Contractor raises new issues or items that were not identified in the notice of dispute;
- c. if Canada or the Contractor requires additional time to consult or otherwise engage legal representation to advise on the dispute; and
- d. if Canada or the Contractor is unable to commence or participate in negotiations due to circumstances that are unforeseen and beyond the control of Canada or the Contractor, as the case may be.

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.