





## INVITATION TO TENDER

### IMPORTANT NOTICES TO BIDDERS

#### REFERENCE TO PWGSC

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) are to be replaced with the Correctional Service of Canada (CSC).

#### THIS DOCUMENT DOES NOT CONTAIN AN INDUSTRIAL SECURITY REQUIREMENT

#### INTEGRITY PROVISIONS – BID

Changes have been made to the Integrity Provisions – Bid as of 2016-04-04. See GI01, Integrity Provisions – Bid of R2710T of the General Instructions for more information.

#### LISTING OF SUBCONTRACTORS

As per GI07 of R2710T you should provide using Annex B at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

#### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>.



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### **R2710T GENERAL INSTRUCTIONS-CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - (2019-05-30)**

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 (2019-05-30)
  - 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>

### 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 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G15 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer 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 are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI03 MANDATORY SITE VISIT

There will be a **Mandatory** site visit on March 26th, 2020 at 09:30. Interested bidders are to meet in the parking lot at Kingston Penitentiary 560 King St West, Kingston, Ont.

**All bidders must show up at least 15 minutes prior to the site visit to allow for processing. The site visit will start at 9:30 and any bidders arriving late will not be allowed entrance.**

The site visit for this project is **MANDATORY**. **The Contracting Officer must be notified by March 24rd, 2020 at 10:00** prior to the Mandatory Site Visit the names of the Representatives from the firm that will be attending this site visit for security reasons. Failure to notify CSC of the names will result in your Representative not being allowed entrance for the Site Visit, and for that reason alone will result in disqualification of a bid.

The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**



#### **SI04 REVISION OF BID**

A bid may be revised by letter GI10 of R2710T. The facsimile number for receipt of revisions is indicated on page 1. The revised bid must be received in its entirety before the solicitation closing date and time indicated on page 1.

#### **SI05 BID RESULTS**

1. The responsive bid carrying the lowest price will be recommended for contract award.
2. CSC will send an official letter by email to unsuccessful bidders to inform them of the name of the winning bidder as well as the total contract value.

#### **SI06 INSUFFICIENT FUNDING**

1. In the event that the lowest compliant bid exceeds the amount of funding allocated by Canada for the Work:
  - a) by 15% or less, Canada in its sole discretion may:
    - i. cancel the solicitation; or
    - ii. obtain additional funding and, subject to the provisions of GI10 of R2710T, award the Contract to the Bidder submitting the lowest compliant bid; and/or
    - iii. negotiate a reduction in the bid price and/or scope of work with the Bidder submitting the lowest compliant bid.
  - b) by more than 15%, Canada in its sole discretion may:
    - i. cancel the solicitation; or
    - ii. obtain additional funding and subject, to the provisions of GI10 of R2710T award the Contract to the Bidder submitting the lowest compliant bid; and/or
    - iii. revise the scope of work accordingly and invite Bidders who submitted a compliant bid to the initial invitation to tender to resubmit a bid.
2. If Canada decides to enter into negotiations or request that compliant bidders resubmit a bid as per paragraph 1.a) iii. or 1. b) iii., bidders must use the same subcontractors and suppliers as for their initial offer.
3. If Canada decides to negotiate a reduction in the bid price as per paragraph 1.a) iii. and an agreement satisfactory to Canada cannot be reached, Canada will exercise option 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 must have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 is not accepted in writing by all those who submitted bids then Canada will, 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 WORKERS COMPENSATION BOARD AND SAFETY PROGRAM

The recommended Bidder must provide to the Contracting Authority, prior to Contract Award:

- a) a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s), or Partners who will be or who are anticipated to be present on the work site(s); and
- b) a Certificate of Recognition (COR) or Registered Safety plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable lieu of a COR or RSP. If none is required by law, a copy of the health and safety policy and program that has been sent to the AHJ for review will also be acceptable, provided that the recommended Bidder certifies that it has been sent to the AHJ.

The recommended Bidder must deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3 to 5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise, at which time the Contracting Authority will be free to approach the next lowest responsive Bidder.

## 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 <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.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, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

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  
<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

Correctional service of Canada website: <http://www.csc-scc.gc.ca/index-eng.shtml>



## 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	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work – Construction Services	R2865D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Charges 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>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.





## SUPPLEMENTARY CONDITIONS (SC)

### SC 01 INSTITUTIONAL ACCESS REQUIREMENTS

1. NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
2. Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

### SC02 INSURANCE TERMS

The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.

The obligations of the Insurer are defined on the Certificate of Insurance Annex including the insurance requirements on page 2 of the form.

**The contracting officer must add the following information to page 1 of the certificate of insurance before publishing the invitation to tender:**

- Description and location of work
- Contract number
- Project number
- Types of insurance required, by checking off the appropriate boxes.

**Upon contract award, the Certificate of Insurance (page 1 & 2) will be provided to the winning contractor in MS Word. It will allow its insurer/broker to complete electronically.**

#### Minimum Insurance Requirements:

Contracts with an estimated value of less than \$100,000:

- Commercial General Liability

Contracts with an estimated value of \$100,000 and more:

- Commercial General Liability
- Builder's Risk/Installation Floater (generally not required for contracts where there is no work/property to ensure, such as paving, asbestos abatement and dredging).

#### Additional Insurance:

The client is responsible to inform the contracting officer which types of additional insurance is necessary.

#### Contractors Pollution Liability:

Required when the nature of the work poses a risk of pollution damage such as:

- work involving storage tanks
- work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials

#### 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 acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

**SC03 COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor must comply with all laws, regulations rules instructions and directives applicable to the performance of the Work or any part thereof in force on the site where the Work is to be performed. The Contractor must also comply with all laws, regulations, rules, instructions and directives applicable to the agents and servants of the Crown. The Contractor must also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules must be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.

Unless otherwise provided in the contract, the Contractor must obtain all permits and hold all certificates and licenses required for the performance of the Work.

Details on existing CSC policies can be found at [www.csc-scc.gc.ca](http://www.csc-scc.gc.ca) or any other CSC web page designated for such purpose.

**SC04 WORKERS COMPENSATION**

It is mandatory that every Contractor contracted for work must have an account with the Provincial Workers Compensation Board/Commission, and coverage must be extended to cover all employees.



### **SC05 TUBERCULOSIS TESTING:**

It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfil the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

All costs related to such testing will be at the sole expense of the Contractor.

### **SC06 INFORMATION GUIDE FOR CONTRACTORS**

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC, will complete the applicable Module(s) and retain the signed checklist(s) from the CSC Information Guide for Contractors" website: [www.bit.do/CSC-EN](http://www.bit.do/CSC-EN).

### **SC07 CLOSURE OF GOVERNMENT OFFICES**

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government offices, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

### **SC08 CONTRACTOR'S PERFORMANCE EVALUATION REPORT**

CSC will evaluate the Contractor's performance during the execution of the work and when it is completed using PWGSC – TPSGC form 2913 "Contractor Performance Evaluation Report Form (CPERF)". This evaluation will be based on the quality of the execution of the work, timeliness, management of on-site health and safety and the general management of the Contractor's work in relation to the effort required by the Department's employees in the administration of the contract. A completed performance evaluation report will be sent to the Contractor when the work has been completed for all projects.



## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Replace Sanitary Line- KP

### 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 ninety [90] days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within Four weeks [4] weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI0 8 - 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 page)**

- 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.

**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.

<b>LUMP SUM AMOUNT (LSA)</b> 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 will 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
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(es)						N/A

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable tax(es)
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- Contractor must provide unit cost as outlined below:

Item	Price Per Unit	Amount
Pump out service	Price per Gallon	



## APPENDIX 2 – INTEGRITY PROVISIONS – LIST OF NAMES

**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:

- 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;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- 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.

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**APPENDIX 3 – DEPARTMENTAL REPRESENTATIVES**

**TO BE PROVIDED AT CONTRACT AWARD.**

Contracting Authority is:

Name: Mark Kelly

Title: Contracting and Procurement Officer

Department: Correctional Service of Canada

Division: Material Management

Telephone: 613 - 545 - 8274

E-mail: Mark.Kelly@csc-scc.gc.ca

Technical Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_



**ANNEX A – CERTIFICATE OF INSURANCE (not required at solicitation closing)**

<b>CONTRACT</b>				
Description and Location of Work Repair Main Sewer at Kingston Penitentiary		Contract No. 21401-20/21-3468463		
		Project No. 416-3906-0		
Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal code
Additional Insured <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Safety</b>				

Type of insurance Required when checked		Insurer Name and Policy Number	Inception Date D/M/Y	Expiry D/M/Y	Limits of Liability		
<input checked="" type="checkbox"/>	Commercial General Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
	Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/>	Builder's Risk Installation Floater				\$		
<input type="checkbox"/>	Pollution				<input type="checkbox"/> Per Incident		Aggregate \$
<input type="checkbox"/>	Other types of insurance (list other types of insurance if required)				\$		

**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)





## CERTIFICATE OF INSURANCE (not required at solicitation closing)

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 Public Safety Canada as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability.

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- a) blasting;
- b) pile driving and caisson work;
- c) underpinning;
- d) removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- a) \$5,000,000 Each Occurrence Limit;
- b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- c) \$5,000,000 Products/Completed Operations Aggregate 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-guidelines/standards-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 no less than \$1,000,000 per incident or occurrence and in the aggregate.



### ANNEX B – LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 – Listing of Subcontractors and Suppliers of R2710T – General Instructions – Construction Services – Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted In Price.

	Subcontractor	Division	Estimated value of work
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



## ANNEX C - SCOPE OF WORK

<p><b>Project Name:</b> KP Sewer Main Repair</p> <p><b>Project Number:</b> 416-3906-0</p> <p><b>Institution:</b> Kingston Penitentiary</p> <p><b>Requisition:</b></p>
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### Objectives

Correctional Service Canada requires the services from a qualified contractor to repair a broken sanitary force main at Kingston Penitentiary. All aspects of the project must meet or exceed current Federal, Provincial and local regulations, by-laws, OPSS, Codes, and CSC policy, as they pertain to this project.

### Background

The site found evidence of a damaged sanitary line. Sewage is currently being pumped from holding tanks and is pumped out as required. The line to be repaired is a 10" cast force main.

### Scope of Work

- Review site and site drawings to provide work plan for repair of sewer main.
- Provide all oversight, tools and equipment to excavate, remove broken segment of pipe, provide appropriate pipe bed, provide and install new pipe, backfill and reinstate the area to original condition.
- Couplings/Fittings must be suitable for and compatible with the pipe size, material, and class with which they will be used.
- Perform work in accordance with National Building Code of Canada (NBC), National Fire Code of Canada (NFC), Ontario Building Code (OBC), including all amendments up to bid closing date and other codes and by-laws of provincial or local application. In case of conflict or discrepancy, more stringent requirements apply.
- Provide proof of certification to work on the type of system meeting Federal, Provincial and local regulations, standards, codes and by-laws.
- Contractor will be required to provide sanitary pump out services from the pump house at Kingston Penitentiary for the duration of construction until the new pipe is certified and put back into use.
- Provide snow removal for area of work during construction.
- Provide temporary boarding to protect construction area.
- Provide guard rails and barricades around deep excavation as required by governing authorities.
- Contractor is responsible for conducting locates prior to excavation.
- If any evidence of contamination (odours, staining, sheen on water surface, presence of debris or waste) is identified during trenching, excavating, removal or installation new pipe:
  - Work must stop immediately and CSC Project Authority must be contacted immediately. CSC Project Authority will notify and consult with CSC Environmental Group.
  - Any excavated soil with evidence of contamination must be containerized or stockpiled on a lined surface and covered appropriately.
  - It is the contractor's responsibility to arrange for sampling and analysis of the suspected contaminated soil to determine its suitability for reuse on-site or for off-site disposal.



- If excavated soil is to be taken off-site, it is the contractor's responsibility to perform sampling and ensure that it is disposed of appropriately following applicable regulations and at a certified location.

## **Requirements and Considerations**

Contractor must comply with the following:

### **Submittals:**

- Contractor must submit a site specific health and safety plan. This plan must identify any hazards and details on how these hazards will be mitigated. This plan must also include a Fire Emergency Plan.
- Contractor must submit an Environmental Protection Plan for review by Departmental Representative. Allow minimum of two weeks for review. Include in Environmental Protection plan the following:
  - Name(s) of person(s) responsible for ensuring adherence to Environmental Protection Plan.
  - Name(s) and qualifications of person(s) responsible for spill response and for manifesting hazardous waste to be removed from site.
  - List of project activities and potential environmental impacts on the following:
    - Soil Quality/Contaminated Sites
    - Groundwater and Surface Water Quality
    - Wetlands, Agriculture
    - Vegetation
    - Wildlife (Birds, Fish, Aquatic Species, and Terrestrial Species) and Wildlife Habitat
    - Species at Risk
    - Air Quality
    - Acoustic Environment
    - Recreation/Aboriginal Interests/Archaeology/Heritage
    - Pollution Control (Spills/Spill Prevention)
    - Waste Management
    - Drinking Water
    - Halocarbons
    - Petroleum Storage Tanks
    - Other Regulatory Requirements associated with the project
  - Mitigation Measures and environmental procedures to protect for those aspects above, including:
    - Erosion and sediment control procedures identifying type and location of erosion and sediment controls to be provided including monitoring and reporting requirements to assure that control measures are in compliance with Federal, Provincial, and Municipal laws and regulations.
    - Drawings indicating locations of proposed temporary excavation or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on site.
    - Spill control procedure to include instructions, list and location of spill response materials, and reporting requirements to be used in event of unforeseen spill of regulated substance.



- Non-hazardous solid waste disposal procedure identifying methods and locations for solid waste disposal including clearing debris.
- Air pollution control procedure detailing provisions to assure that dust, debris, materials, and trash, are contained on project site.
- Wastewater Management procedures identifying methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines.
- Provide temporary drainage and pumping required to keep excavations and site free from water.
- Ensure pumped water into waterways, sewer or drainage systems is free of suspended materials.
- Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.
- Description of specific ways that mitigation measures and environmental procedures will be implemented (recommend using a mitigation matrix).
- Submit proof of how mitigation measures and environmental procedures are applied.

## **Environmental**

- All applicable Federal and Provincial environmental Acts and Regulations must be adhered to, including, but not limited to:
  - Canadian Environmental Protection Act and associated Regulations
  - Fisheries Act and associated Regulations
  - Canadian Environmental Assessment Act and associated Regulations
  - Correctional Service of Canada Commissioner's Directive 318 "Environmental Programs" and associated Internal Service Directives
- If historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in area are discovered during construction work must stop and the project coordinator contacted for further instruction.
- Landfilling, disposing of, or allowing the landfill or disposal of wastes or contaminated soils on CSC's sites is prohibited
- Protect any environmental monitoring wells within the work area from damage.
- If any environmental monitoring wells need to be removed to facilitate the project, this must be discussed first with CSC-NHQ-Environment and must be decommissioned in accordance with federal guidance and provincial regulation O. Reg 903.
- No chemicals are to be used for dust control.
- Disposal of concrete wash water on-site is prohibited
- Petroleum storage tanks on site are prohibited.



**Workmanship and housekeeping:**

- Workmanship must be of the highest standard and must meet all industry standards.
- All new materials must be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.

**Site Access:**

- Work must be performed during regular working hours of 0800 – 1600, Monday –Friday, unless authorized by Project Authority.
- Contractor must obtain approval of Project Authority prior to any site visits.
- Any required submittals must be provided to Project Authority prior to site access.
- All work must be completed without delay and a schedule of operation must be provided to the Project Authority 48 hours prior to commencing work. The schedule must include the following; start date, hours of work, and names of those who require entry, milestone dates, commissioning dates and completion date.

**Additional work or delays:**

- Any additional work beyond that described in this scope of work must first be approved by the Project Authority.
- Any circumstances that cause delay during the project must be identified to the Project Authority as soon as the circumstance is discovered and must be followed up in writing to the Project Authority.

**Cost Breakdown:**

- Contractor must provide a lump sum cost breakdown identifying material and labour for repair of the force main.

**Reference Materials:**

- The Project Authority will provide the successful bidder with reference material, including, but not necessarily limited to the following:
  - Current site plans
  - Video