

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Regional Manager/Real Property  
Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

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

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT.

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

**Issuing Office - Bureau de distribution**  
Regional Manager/Real Property Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario

<b>Title - Sujet</b> DRIC Geotechnical/Foundations Eng.	
<b>Solicitation No. - N° de l'invitation</b> T8032-120005/A	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> T8032-120005	<b>Date</b> 2012-08-24
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWL-027-1723	
<b>File No. - N° de dossier</b> PWL-2-35030 (027)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jackson, Dahlia	<b>Buyer Id - Id de l'acheteur</b> pwl027
<b>Telephone No. - N° de téléphone</b> (416) 512-5918 ( )	<b>FAX No. - N° de FAX</b> (416) 512-5862
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Detroit River International Crossing Project Windsor, Ontario Detroit, Michigan	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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### **AMENDMENT NO. 003**

This amendment is being issued to 1) provide responses to requests for clarification and to 2) incorporate revisions to the following RFP sections: i) Terms, Conditions and Clauses, Supplementary Conditions (SC), SC 1 Security Requirements, ii) Terms of Reference and iii) Appendix C, Price Proposal Form.

#### 1. Responses to Requests for Clarification

Q1. Section PA-1-1.5 Meetings: The successful consultant is to attend meetings, record issues, and prepare and distribute meeting minutes. Excluding the number of meetings specifically identified under RS-1-1.2.2 and in the Canadian Stage 1 price proposal table, please define the number of meetings, their anticipated duration, and location that are to be included in the pricing for this proposal.

A1. The five meetings with US contract authorities identified in RS-1-1.2 is not an actual number of meetings pre-determined with US authorities. Rather representative pricing is to be provided by the proponents as it will form the basis of payment for the number of meetings that prove to be actually required. These meetings are to take place in the US and will last approximately four hours each. Appendix C –Price Proposal Form has been modified to add these five US Meetings.

The Five Meetings identified for the Canadian Stage 1 work in the Appendix C –Price Proposal Form are also representative pricing and will form the basis of payment for the number of meetings that prove to be actually required. These meetings are to take place in Windsor and will last approximately four hours each.

Q2. Section PO-2-2.1 Rationale, RS-2-2.3 Duties and Appendix C - Price Proposal Form: The RFP is intended to acquire seNices to obtain subsurface information and document it in a Subsurface Conditions Baseline Report for use in a public-private partnership procurement of the bridge and plazas. Please clarify whether the costs for preparation of the Subsurface Conditions Baseline Report are to be included in the borehole costs (distributed over the stated number of boreholes for the US and Canadian Stages 1 and 2 work), priced separately in a revised Price Proposal Form, or are to be excluded from the pricing.

A2. The intention is to have the costs for the interpretation of the boreholes and the preparation of the Subsurface Conditions Baseline Report are to be included in the borehole costs and will not be separately priced.

Q3. Section PD-2-2.2.1 Anticipated Start Date and 2.2.2 Required Milestone Dates: Please confirm that the start dates for the schedule will be considered the last date upon which permission to enter and utility clearances on private properties are granted, documented and provided to the successful consultant for the respective US and Canadian stages of work.

A3. Yes, that is correct.

- Q4. Section PD-2-2.2.1 Anticipated Start Date and 2.2.2 Required Milestone Dates: Will night work be permitted for the US and Canadian investigations?
- A4. Permitting of night work, on either the Canadian or United States side of the Detroit River, is not within Transport Canada's jurisdiction and thus Transport Canada is unable to provide a definitive response to the question. Proponents should seek any necessary clarifications from the affected municipalities and obtain all required permits.
- Q5. Section PD-7 Issues: Please clarify whether costs for site security protection related to third-parties' access to and disruption of field personnel and/or vandalism and theft of drilling equipment is to be included in the lump sum and unit rate pricing of the investigations for the US bridge and plaza sites.
- A5. Transport Canada requires an "all inclusive" price for the work and thus any such costs should form part of the lump sum.
- Q6. Section RS-1-1.2.1 Main Bridge and Approaches: Cross-hole geophysics is required at "one location to define the dynamic properties of the very soft to firm overburden soils." Is this requirement intended to indicate one location in the US and one location in Canada, or only one location in total at an as-yet undefined location?
- A6. It is intended that cross-hole geophysics be completed at two locations, one on the Canadian side and one on the US side.
- Q7. Section RS-1-1.2.1 Main Bridge and Approaches: The RFP scope includes documentation of soil properties associated with foundation and embankment design. No requirements have been defined for the minimum quantity and type of laboratory tests to be completed on the soils and rock. The Ministry of Transportation Ontario typically requires that 25% of all soil samples be subjected to classification testing (e.g., Atterberg limits determinations, grain size distribution analyses) and, for the previous work all samples were subjected to natural water content determination. Adequately characterizing the soil properties for embankment settlement will require completion of oedometer tests (ASTM Standard D2435-04). Characterization of soil strength may require triaxial tests (ASTM Standard D4767). Characterization of bedrock strength and deformability characteristics may require uniaxial compression tests with strain measurements, point load index tests. Price proposals could vary widely depending on the assumed scope of laboratory testing (or lack thereof) and the extent of laboratory testing will significantly influence the risk management of this project and the quality of the Subsurface Conditions Baseline Report.
- Please identify the minimum numbers of tests of rock and soil to be assumed in the pricing for this proposal and whether the laboratory testing is to be priced separately or excluded at this time.
- A7. Transport Canada is relying on the proponent to undertake the amount of laboratory testing necessary to properly define conditions in the Baseline Report and for the latter

use by Design-Builder. It is expected that Proponents will describe the amount of laboratory testing the Proponent feels is necessary for these purposes.

For the purposes of bidding, Proponents are to price laboratory testing for US and Canadian work as though the work was being undertaken for the Michigan Department of Transportation and the Ministry of Transportation, Ontario, respectively. An assumption that 25% of samples will require laboratory testing is to be assumed for bidding purposes. These prices will be adjusted as needed in the actual conduct of the work.

Note that Appendix C –Price Proposal Form has been modified to include a line entry for Laboratory Testing for a) Canadian Stage 1 work and b) US Stage 2 work.

Q8. Section RS-1-1.2.1 Main Bridge and Approaches: The RFP scope includes documenting groundwater chemistry (hydrogen sulphide in particular) for dewatering or disposal of artesian flow and for effect on durability of structural elements. No. requirements have been defined for the minimum quantity and type of laboratory tests to be completed related to the environmental chemistry of groundwater, soil and fill materials (natural and other chemistry issues). Please identify the minimum numbers of tests for environmental chemistry of soil/fill and groundwater to be assumed in the pricing for this proposal and whether the laboratory testing is to be priced separately or excluded at this time.

A8. Proponents to assume the following testing requirements for soil and groundwater chemistry:

- 20 soil test samples on Canadian and US sides (total of 40 samples)
- 15 ground water test samples on Canadian and US sides (total of 30 samples)

Soil and groundwater chemistry testing to include:

- VOC
- Metals to local/state/provincial/federal requirements for industrial lands
- PH and electrical conductivity
- Major Anion/Cation (groundwater only)
- Petroleum hydrocarbons
- Hydrogen sulphide
- PCBs

Note that Appendix C –Price Proposal Form has been modified to include a line entry for Soil and Groundwater Chemistry Sampling and Laboratory Testing for a) Canadian Stage 1 work and b) US Stage 2 work.

Q9. Section RS-1-1.2.1 Main 8ridge and Approaches: The RFP scope requires all boreholes to be fitted with piezometer gauges for measuring water pressures with the soil/fill overburden and within the. rock core depth. Please clarify whether this is to be interpreted to include:

- a) two such piezometers with one in the soil and one in the rock for each borehole; or
- b) one piezometer either in the soil/fill/ overburden or rock for each borehole
- A9. This should be interpreted as a) two such piezometers with one in the soil and one in the rock for each borehole
- Q10. RS-2-2.2.3 US Plaza: The RFP states that the 50 boreholes are to be drilled to supplement work previously undertaken for the US Plaza. Please identify and provide copies of reports for previously completed work on the US Plaza site.
- A10. Any reports for work previously undertaken for the US Plaza will be provided to the successful consultant
- Q11. Section RS-2-2.3 Duties: Please confirm whether or not the "second stream" of the work, related to reports and/or memos providing geotechnical, pavement. and foundations recommendations is not to be included in the price proposal at this time. If such services are to be required as part of the pricing, please provide line item and description of expected level of effort to be quantified and priced.
- A11. Yes such services are required as part of the pricing as it to be included in the overall price. Please refer to Addendum No-002 Answer A6 for the scope and purpose of the "second stream".
- Q12. Section RS-Required Services: The successful consultant is required to respond to enquiries. Please clarify whether such enquiries are those associated with the normal course of the scope of work for investigations and reporting or if this requirement is intended to address enquiries from proponents or other stakeholders after issuance of the final Subsurface Conditions Baseline Report. If the latter condition applies, please define the anticipated level of effort to be assumed in the pricing for this proposal.
- A12. At this stage of the project we see enquiries as being those associated with the normal course of the investigations and reporting and producing the Subsurface Conditions Baseline Report. It is not anticipated that the successful consultant will, at this stage, need to respond to enquiries from proponents and other stakeholders once the Subsurface Conditions Baseline Report has been prepared, and if such questions materialize Transport Canada will enter into discussions and negotiations regarding compensation for addressing such questions.
- Q13. Will the consultant (or consultant team and its subcontractors) that is successful for this assignment be precluded from providing:
- a) geotechnical, foundations, or pavement design consulting services to the successful public-private partnership proponent and/or its subcontractors; and/or

b) other consulting services to the successful public-private partnership proponent and/or its subcontractors unrelated to the scope of work included in this proposal such as construction materials testing and consulting, environmental services, etc.?

A13. See previously submitted clarifications under Amendment no. 002.

## 2. Revisions to the RFP

i) Terms, Conditions and Clauses, Supplementary Conditions (SC), SC 1 Security Requirements

Proponents are hereby instructed to:

Insert:

### **SECURITY REQUIREMENT FOR AMERICAN SUPPLIER: PWGSC FILE # T8032-120005**

All CANADA PROTECTED information/assets, furnished to the Foreign recipient Contractor or produced by the Foreign recipient {contractor / subcontractor}, shall be safeguarded as follows:

1. The Foreign recipient {contractor / subcontractor} shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the NSA/DSA of the UNITED STATES of AMERICA at the equivalent level of CONFIDENTIAL in accordance with the National Policies of the UNITED STATES of AMERICA.
  - a. The Foreign recipient {contractor / subcontractor} shall not disclose the CANADA PROTECTED information to a third party government, person or firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The Canadian DSA is the Director International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).
    - i. Such CANADA PROTECTED information/assets shall be released only to Foreign recipient {contractor / subcontractor} personnel, who have a need-to-know for the performance of the Contract and who have a security clearance at a level appropriate to the classification of the information / assets, granted by their respective NSA/DSA, in accordance with the National Policies of the UNITED STATES of AMERICA.
    - ii. CANADA PROTECTED information/assets provided or generated pursuant to this contract shall not be further provided to a third party Foreign recipient {contractor / subcontractor} or subcontractor unless:
      - a. written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient {contractor / subcontractor} has been approved for access to CANADA PROTECTED

- 
- information by the third-party Foreign recipient's NSA/DSA; and
- b. written consent is obtained from the NSA/DSA of the UNITED STATES of AMERICA, if the third-party Foreign recipient {contractor / subcontractor}, is located in a third country.
- iii. The Foreign recipient {contractor / subcontractor} shall, at all times during the performance of this contract ensure the transfer of CANADA PROTECTED information /assets be facilitated in accordance with the National Policies of the UNITED STATES of AMERICA and in compliance with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the UNITED STATES of AMERICA and Canada.
- iv. Until the Foreign recipient's responsible NSA/DSA for industrial security of the UNITED STATES of AMERICA has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient {Contractor / subcontractor} personnel MAY NOT HAVE ACCESS to PROTECTED information / assets, and MAY NOT ENTER sites where such information or assets are kept, without an **escort**. An escort is defined as a Government employee, which holds the appropriate Personnel Security Clearance at the required level.
- b. The Foreign recipient {contractor / subcontractor} shall not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
- i. All CANADA PROTECTED information/assets provided to the Foreign recipient {contractor / subcontractor} pursuant to this Contract by the Government of Canada, shall be marked by the Foreign recipient {contractor / subcontractor} with the equivalent security classification utilized by the UNITED STATES of AMERICA and in accordance with the National Policies of the UNITED STATES of AMERICA.
2. The Foreign recipient {contractor / subcontractor} shall, at all times during the performance of the contract hold an approved **Document Safeguarding** issued by the NSA/DSA for industrial security of the UNITED STATES of AMERICA, at a level appropriate to the classification of the information / assets, in accordance with the National Policies of the UNITED STATES of AMERICA.
- a. All CANADA PROTECTED information/assets provided or generated under this contract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the contract in accordance with the National Policies of the UNITED STATES of AMERICA.
- b. The Foreign recipient {contractor / subcontractor} shall provide the CANADA PROTECTED information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies , National Security laws and regulations and as prescribed by the NSA/DSA of the UNITED STATES of AMERICA.

3. The Foreign recipient {contractor / subcontractor} **MUST NOT** utilize its **Information Technology** systems to electronically process, produce, or store any sensitive information until the NSA/DSA of the UNITED STATES of AMERICA has granted their approval. After approval has been granted in writing to the Foreign recipient {contractor / subcontractor}, these tasks may be performed up to the level of CONFIDENTIAL.
4. Upon completion of the Work, the Foreign recipient {contractor / subcontractor} shall return to the Government of Canada, via government-to- government channels, all CANADA PROTECTED information/assets furnished to or produced by the Foreign recipient {contractor / subcontractor} pursuant to this Contract , including all CANADA PROTECTED information/assets released to and / or produced by its subcontractors.
5. The Foreign recipient {contractor / subcontractor} visiting Canadian Government or industrial facilities will submit a **Request for Visit** form through their respective NSA/DSA, in cases where the Foreign recipient {contractor / subcontractor} personnel requires unescorted access, or requires access to CANADA PROTECTED information / assets at that site.
6. The Foreign recipient {contractor / subcontractor} shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets furnished to or generated for the Foreign recipient {contractor / subcontractor} pursuant to this contract have been lost or disclosed to unauthorized persons.
7. The Foreign recipient {contractor / subcontractor} shall contact their respective NSA/DSA in order to comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the UNITED STATES of AMERICA and Canada, in relation to equivalencies.

The FOREIGN recipient {contractor / subcontractor} must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National Policies of the UNITED STATES of AMERICA and in accordance with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the UNITED STATES of AMERICA and Canada, in relation to the equivalencies CANADA PROTECTED information/ assets.

<b>TABLE OF EQUIVALENCY</b>	
<b>CANADA U.S.A.</b>	
PROTECTED	No Official equivalency in the USA. TO BE TREATED as a minimum of US CONFIDENTIAL WHILE IN THE U.S.
CONFIDENTIAL	CONFIDENTIAL
SECRET	SECRET

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File No. - N° du dossier

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pw1027

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ii) Terms of Reference, Description of Services - Required Services (RS), RS 2 Geotechnical Investigation, 2.2 General, Scope and Activities.

Proponents are hereby instructed to:

Insert: "It should be noted that Surveying Data sufficient to establish specific locations of bore holes is available for both the US and the Canadian work and this will be provided to the successful consultant on award of the contract."

iii) Appendix C, Price Proposal Form.

Proponents are hereby instructed to:

Delete: In it's entirety.

Insert: Appendix C, Price Proposal Form - Revision 1  
(attached to this amendment and available in Attachment 3 (ATT3) on MERX).

All other terms and conditions remain the same.

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## **APPENDIX C**

# **PRICE PROPOSAL FORM Revision 1**

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### APPENDIX C - PRICE PROPOSAL FORM

INSTRUCTIONS: Complete this Price Proposal Form and submit in a **separate sealed envelope** with the Name of Proponent, Name of Project, PWGSC Solicitation Number, and the words "PRICE PROPOSAL FORM" typed on the outside of the envelope. Price Proposals are not to include GST/HST.

PROPOSERS SHALL NOT ALTER THIS FORM

**Project Title: Detroit River International Crossing Project  
Geotechnical/Foundation Engineering Services**

**Name of Proponent:** \_\_\_\_\_

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**The following will form part of the evaluation process:**

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**REQUIRED SERVICES**

**FIXED FEE**

**A. Canadian Stage 1 work**

**RS 1 Foundation Investigations**

**Fixed Lump Sum**

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Main Bridge & Approaches	
16 Boreholes, 10 metres into bedrock	\$.....
14 Boreholes, 20 metres into bedrock	\$.....
Canadian Plaza-1 Borehole to 30 metres (or 2m into bedrock)	\$.....
Five (5) Meetings	\$.....
<b>RS 2 Geotechnical Investigation</b>	
Canadian Approach Fill-5 Boreholes to a depth of 10 metres	\$.....
Laboratory Testing of Soil and Groundwater Samples	\$.....
One Mobilization	\$.....
<b>TOTAL FEE - CANADIAN STAGE 1 WORK</b>	<b>\$.....</b>

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**B. US Stage 2 work**

**RS 1 Foundation Investigations**

Main Bridge & Approaches	
33 Boreholes, 10 metres into bedrock	\$.....
10 Boreholes, 20 metres into bedrock	\$.....
I-75 Interchange-20 Boreholes, 10 metres into bedrock	\$.....
US Plaza-20 Boreholes to 30 metres (or 2m into bedrock)	\$.....
Five (5) Meetings	\$.....
<b>RS 2 Geotechnical Investigation</b>	
US Approach Fill-5 Boreholes to a depth of 10 metres	\$.....
US Plaza-50 Boreholes to a minimum depth of 1.5 metres	\$.....
Laboratory Testing of Soil and Groundwater Samples	\$.....
Two Mobilizations	\$.....
<b>TOTAL FEE - US STAGE 2 WORK</b>	<b>\$.....</b>

**TOTAL COST OF SERVICES FOR PROPOSAL EVALUATION PURPOSES**

A. Total Fee - Canadian Stage 1 Work	\$.....
B. Total Fee - US Stage 2 Work	\$.....
Total Evaluated Fee	\$.....

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**The following will NOT form part of the evaluation process**

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**THE FOLLOWING UNIT PRICES & HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS.**

Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

**Canadian Stage 1 Work**

**Foundation Investigations**

**Unit Price \***

Main Bridge & Approaches	
1 Borehole, 10 metres into bedrock	\$.....
1 Borehole, 20 metres into bedrock	\$.....
Canadian Plaza-1 Borehole to 30 metres (or 2m into bedrock)	\$.....
<b>Geotechnical Investigation</b>	
Canadian Approach Fill- 1 Borehole to a depth of 10 metres	\$.....

**US Stage 2 Work**

**Foundation Investigations**

Main Bridge & Approaches	
1 Borehole, 10 metres into bedrock	\$.....
1 Borehole, 20 metres into bedrock	\$.....
I-75 Interchange- 1 Borehole, 10 metres into bedrock	\$.....
US Plaza- 1 Boreholes to 30 metres (or 2m into bedrock)	\$.....
<b>Geotechnical Investigation</b>	
US Approach Fill- 1 Boreholes to a depth of 10 metres	\$.....
US Plaza- 1 Boreholes to a minimum depth of 1.5 metres	\$.....

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\* Unit Prices above are inclusive of all services and fees related to the inclusion of investigation findings into the Subsurface Conditions Baseline Report, including, but not limited to: sampling requirements, laboratory testing, equipment and personnel requirements, etc.

**Principals**

Name	\$ per hour
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

**Staff**

Name / Position	\$ per hour
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

**END OF PRICE PROPOSAL FORM**