

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions/Travaux
publics et Services gouvernementaux Canada
The Cambridge Building
3 Queen Street/3, rue Queen
Charlottetown
Prince Edward Island
C1A 4A2

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

All enquiries are to be submitted in writing to the Contracting Authority, Darlene Reay, either by facsimile or by e-mail at:
darlene.reay@pwgsc.gc.ca.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
The Cambridge Building
3 Queen Street/3 rue, Queen
PO Box 1268/CP 1268
Charlottetown
Prince Ed
C1A 4A2

Title - Sujet Naufrage Basin Dredging	
Solicitation No. - N° de l'invitation E0226-132059/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client R.051962.001	Date 2012-11-13
GETS Reference No. - N° de référence de SEAG PW-\$PWC-008-3163	
File No. - N° de dossier PWC-2-35092 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-20	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Reay, D (PWC)	Buyer Id - Id de l'acheteur pwc008
Telephone No. - N° de téléphone (902) 566-7518 ()	FAX No. - N° de FAX (902) 566-7514
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

The following changes in the tender documents are effective immediately. This addendum will form part of the contract documents.

INVITATION TO TENDER

CONTRACT DOCUMENTS (CD) - 1(d)

Delete:

Insurance Terms R2910D (2008-12-2012)

and replace with:

INSURANCE TERMS

IT1 General

IT1.1 Proof of Insurance

IT1.2 Payment of Deductible

IT2 Commercial General Liability

IT2.1 Scope of Policy

IT2.2 Insured

IT2.3 Period of Insurance

IT3 Marine Liability

IT3.1 Scope of Policy

IT3.2 Insured

IT3.3 Period of Insurance

IT1 General

IT1.1 Proof of Insurance

1. Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a Certificate of Insurance Form 357, available on Public Works and Government Services Canada Web site.
2. Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

-
3. The insurance policies shall 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.

IT1.2 Payment of Deductible

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

IT2 Commercial General Liability

IT2.1 Scope of Policy

1. The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
 - a. an Each Occurrence Limit of not less than \$5,000,000;
 - b. a Products/Completed Operations Aggregate Limit of not less than \$5,000,000; and
 - c. a General Aggregate Limit of not be less than \$10,000,000 per policy year, if the policy is subject to such a limit.
2. The policy shall 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 building or land whether such support be natural or otherwise if the work is performed by the insured contractor.

IT2.2 Insured

The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

IT2.3 Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the Certificate of Substantial Performance.

IT3 Marine Liability

IT3.1 Scope of Policy

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of \$5,000,000. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) Below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada for any and all loss of or damage to the watercraft however caused.

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

IT3.2 Insured

The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada.

IT3.3 Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion.

Solicitation No. - N° de l'invitation

E0226-132059/A

Amd. No. - N° de la modif.

002

Buyer ID - Id de l'acheteur

pwc008

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

R.051962.001

File No. - N° du dossier

PWC-2-35092

CCC No./N° CCC - FMS No/ N° VME

SPECIFICATION

Section 35 20 23 - Dredging

Appendix D referred to in this section should be completed and submitted with the bid by the bid solicitation closing date. If the above is not completed and submitted with the bid by the bid solicitation closing date, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period could render the bid non-responsive.

SPECIFICATION

This Section of the Addendum is raised to provide the following answers to questions provided by bidders.

QUESTION

What would be the permits that are required pertaining to the scope of this solicitation that we would need to get.

ANSWER

The successful contractor will be required to contact the Province of Prince Edward Island Department of Environment, Labour and Justice to discuss any requirements for a Watercourse, Wetland and Buffer Zone Activity Permit. PWGSC will provide the contact information to the successful bidder upon award of the contract and will help facilitate this process. The cost associated with this permit (as per the Government of Prince Edward Islands website) is \$100.00, if required.

It is not anticipated that any other additional permits will be required to complete the described work.