

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**Telus Plaza North, 5th floor**  
**10025 Jasper Avenue**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

## **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**

**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  
Northern Contaminated Site Program  
Telus Plaza North, 5th floor  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Ennadal Lake Remediation	
<b>Solicitation No. - N° de l'invitation</b> EW699-133161/A	<b>Amendment No. - N° modif.</b> 007
<b>Client Reference No. - N° de référence du client</b> AANDC	<b>Date</b> 2013-04-03
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-002-9737	
<b>File No. - N° de dossier</b> NCS-2-35420 (002)	<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 2013-04-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Poot (NCS), Marc	<b>Buyer Id - Id de l'acheteur</b> ncs002
<b>Telephone No. - N° de téléphone</b> (780) 497-3520 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**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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## **SOLICITATION AMENDMENT NO.007**

**Part 1:**        **Questions and Answers are provided in reference to the specifications for clarification.**

1.     **Q.**        The Soil Remediation specification defines contaminated soil as soil exceeding the AMSRP guideline for Type B hydrocarbons. Under Part 1.14 of the Specification - Measure of payment - the unit cost includes the treatment and analytical testing required to meet guidelines according to AMSRP. However, further in the specification - Part 3.4 – it states to treat soil as to meet the AMSRP and/or CCME PEHH guideline as defined in RAP. In Amendment 3, it was stated the Phase II ESA and the RAP will not form part of the Request for Proposal and contractual documents. Could you please clarify which guideline(s) to target for the petroleum hydrocarbon soil treatment.
- A.**        "PHC contaminated soil needs to meet the criteria in the AMSRP, which is consistent with the criteria in the RAP"

**Part 2:**

**Revision as follows:**

**1.8    Environmental Impairment Liability Insurance (G2040C, 2008-05-12)**

- 1.8.1** The Contractor must obtain Pollution Legal Liability - Fixed Site Coverage, Contractors Pollution Liability and Storage Tank Third Party Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 1.8.2** If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 1.8.3** The Pollution Legal Liability - Fixed Site Coverage, Contractors Pollution Liability and Storage Tank Third Party Liability insurance policy must include the following:
- (a)** Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b)** Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c)** Separation of Insureds: 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.
  - (d)** Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- (e) **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- (f) **Storage Tank Third-Party Liability:** The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- (g) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
 Director Business Law Directorate,  
 Quebec Regional Office (Ottawa),  
 Department of Justice  
 284 Wellington Street, Room SAT-6042,  
 Ottawa, Ontario K1A 0H8

For other provinces and territories, send to:  
 Senior General Counsel,  
 Civil Litigation Section,  
 Department of Justice,  
 234 Wellington Street, East Tower  
 Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.