

**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**

**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

<b>Title - Sujet</b> Phase 2 – Nouveau réservoir de mazo	
<b>Solicitation No. - N° de l'invitation</b> E0226-131620/A	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b> R.000003.030	<b>Date</b> 2012-10-11
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWC-010-3141	
<b>File No. - N° de dossier</b> PWC-2-35067 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-18</b>	<b>Time Zone</b> Fuseau horaire Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald, Anne (PWC) D.	<b>Buyer Id - Id de l'acheteur</b> pwc010
<b>Telephone No. - N° de téléphone</b> (902) 626-4949 ( )	<b>FAX No. - N° de FAX</b> (902) 566-7514
<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## Addendum Four

October 11, 2012

Re: Phase 2 - New Fuel Oil AST  
Joseph A Ghiz Building, Summerside  
Prince County, Prince Edward Island  
File Number: E0226-131620

The following addition to the tender documents is effective immediately. This Addendum shall form a part of the contract documents.

### 2. Insurance/assurance

#### SUPPLEMENTARY CONDITIONS (SC)

- The Contractor must obtain **Type 2: "Contractors Pollution 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.
- 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.
- The **Type 2: "Contractors Pollution Liability"** policy must include the following:

**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.

**Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

**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.

**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.

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**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.

(Contracting officers must insert the applicable options below and renumber accordingly.)

**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.

**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.