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RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
800 Burrard Street, 2nd floor
800, rue Burrard, 2e étage
Vancouver
British Columbia
V6Z 0B9
Bid Fax: (604) 775-9381

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 -
Pacific Region
800 Burrard Street, 12th floor
800, rue Burrard, 12e étage
Vancouver
British C
V6Z 0B9

Title - Sujet Water & Sanitary Services, Phase 2	
Solicitation No. - N° de l'invitation EZ899-141281/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client	Date 2013-11-22
GETS Reference No. - N° de référence de SEAG PW-\$PWY-019-7109	
File No. - N° de dossier PWY-3-36170 (019)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-02	
Time Zone Fuseau horaire Pacific Standard Time PST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ngan, Ken (PWY)	Buyer Id - Id de l'acheteur pwy019
Telephone No. - N° de téléphone (604) 658-2755 ()	FAX No. - N° de FAX (604) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Parks Canada - Pacific Rim National Park Reserve - Tofino, BC	

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

Solicitation No. - N° de l'invitation

EZ899-141281/A

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

Amd. No. - N° de la modif.

002

File No. - N° du dossier

PWY-3-36170

Buyer ID - Id de l'acheteur

pw019

CCC No./N° CCC - FMS No/ N° VME

**Please find following Amendment to Invitation To Tender Document, and Addendum No. 1.
All other terms and conditions remain unchanged.**

This Amendment 002 (Addendum No. 1) is raised to amend the "Invitation to Tender Document" and to provide clarifications to the work requirement, and provide answers to questions received as identified in the attached Addendum No. 1.

Solicitation No. - N° de l'invitation

EZ899-141281/A

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

Amd. No. - N° de la modif.

002

File No. - N° du dossier

PWY-3-36170

Buyer ID - Id de l'acheteur

pw019

CCC No./N° CCC - FMS No/ N° VME

22 November 2013

Amendment to Invitation To Tender Documents

Replace the Supplementary Conditions previously issued with the Invitation to Tender with the Revised Dated 21 November 2013.

Replace page 8 of the Invitation to Tender - Contract Documents with the Revised Dated 22 November 2013.

Included as Appendix 2 - Insurance Certificate

REVISED - 22 November 2013

SUPPLEMENTARY CONDITIONS (SC)

SC01 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract

b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC02 INSURANCE TERMS

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.

REVISED - 22 November 2013**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	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16);
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);

Supplementary Conditions

Fair Wages and Hours of Labour - Labour Conditions

		R2940D	(2012-07-16);
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Allowable Costs for Contract Changes Under GC6.4.1

		R2950D	(2007-05-25);
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Schedules of Wage Rates for Federal Construction Contracts;
 - 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. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml
4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No. EZ899-141281
Sanitary Sewer and Water System Installation - Pacific Rim National Park Reserve, Tofino, BC.	Project No. R.023478.001

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 ; Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input type="checkbox"/> Commercial General Liability				\$	\$	\$
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Pollution Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>				\$		

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 coverages 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

<p>General</p> <p>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.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>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.</p> <p>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.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (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. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (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. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>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.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>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.</p> <p>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/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>Aviation Liability</p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>

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

1. Reference Issued for Tender Drawings, Sheet 3 of 100, Bill of Major Materials, Item 1

Replace “WGX50H Submersible Grinder Pump, 5HP, 3.0 l/s @ 35m TDH” with “WGX75H Submersible Grinder Pump, 7.5HP, 4.13 l/s @ 35.82m TDH (one pump station running) and 0.94 l/s @ 45.71m TDH (all connected pump stations running)”

2. Reference Issued for Tender Drawings, Sheet 6 of 100, Bill of Major Materials, Item 1

Replace “3.9 l/s @ 41.4m TDH” with “4.95 l/s @ 39.55m TDH (one pump station running) and 0.86 l/s @ 49.13m TDH (all connected pump stations running)”

3. Reference Issued for Tender Drawings, Sheet 6 of 100, Bill of Major Materials, Item 8 & 9

Add note “Pressure Gauge shall be a 100mm calibrated liquid filled stainless steel case with stainless steel diaphragm seal for use on raw sewage.”

Add note “Air Release Valve shall be complete with backflush accessories”

4. Reference Issued for Tender Drawings, Sheet 12 of 100, Bill of Major Materials, Item 1

Replace “8.8 l/s @ 26.5m TDH” with “8.85 l/s @ 26.21m TDH (one pump station running) and 8.44 l/s @ 28.68m TDH (all connected pump stations running)”

5. Reference Issued for Tender Drawings, Sheet 12 of 100, Bill of Major Materials, Item 9 & 10

Add note “Pressure Gauge shall be a 100mm calibrated liquid filled stainless steel case with stainless steel diaphragm seal for use on raw sewage.”

Add note “Air Release Valve shall be complete with backflush accessories”

6. Reference Issued for Tender Drawings, Sheet 13 of 100, Bill of Major Materials, Item 1

Replace “1.55 l/s @ 34m TDH” with “2.54 l/s @ 31.44m TDH (one pump station running) and 1.55 l/s @ 34.00m TDH (all connected pump stations running)”

7. Reference Issued for Tender Drawings, Sheet 14 of 100, Bill of Major Materials, Item 1

Replace “1.35 l/s @ 34m TDH” with “2.31 l/s @ 32.09m TDH (one pump station running) and 1.39 l/s @ 34.36m TDH (all connected pump stations running)”

8. Reference Issued for Tender Drawings, Sheet 15 of 100, Bill of Major Materials, Item 1

Replace “1.35 l/s @ 22m TDH” with “3.36 l/s @ 12.38m TDH (one pump station running) and 1.03 l/s @ 23.33m TDH (all connected pump stations running)”

9. Reference Issued for Tender Drawings, Sheet 19 of 100, Bill of Major Materials, Item 8 & 9

Add note “Pressure Gauge shall be a 100mm calibrated liquid filled stainless steel case with stainless steel diaphragm seal for use on raw sewage.”

Add note “Air Release Valve shall be complete with backflush accessories”

10. Reference Issued for Tender Drawings, Sheet 19 of 100, Bill of Major Materials, Item 1

Replace “WG20H Submersible Grinder Pump, 2HP, 1.35 l/s @ 22m TDH” with “WG20F Submersible Grinder Pump, 2HP, 3.56 l/s @ 11.22m TDH (one pump running) and 1.43l/s @ 21.76m TDH (All system pumps running)”

11. Reference Issued for Tender Drawings, Sheet 6 of 100, Bill of Major Materials, Item 9

Add note “Pressure Gauge shall be a 100mm calibrated liquid filled stainless steel case with stainless steel diaphragm seal for use on raw sewage”

12. Reference Issued for Tender Drawings, Sheet 3, 6, 12, 13, 14, 15 & 19 of 100, Notes

Add note “Angle Frame hatch acceptable. Hatch to be complete with spring lift assist and oversized recessed lock box.”

13. Reference Issued for Tender Drawings, Sheet 3, 6, 12, 13, 14, 15 & 19 of 100, Notes

Add note “Pump station supplier to confirm compatibility of discharge base lift out with selected pump.”

14. Reference Issued for Tender Drawings, Sheet 3, 6, 12, 13, 14, 15 & 19 of 100, Notes

Add note “150mm diameter vent piping in place of 200mm vent piping will be acceptable”

15. Reference Specifications, Section 01 35 43 Item 1.6.6

Add “An R.P.Bio will also be accepted to sign and seal the sediment and erosion control plans.”

Tender Questions

During the tender period PWGSC has received various questions from contractors. The following section lists the questions received and the responses. The cost implications of the responses provided are to be included in the tender price.

1: For the Incinerator Rock, Long Beach North and South washrooms, will the sani/grey water tanks be empty and washed down for construction?

A: For the above listed washrooms, the contractor will be responsible to inform the park at least 1 week in advance of when each washroom will be closed and for the duration of the closure. The contractor will be responsible to empty and wash down the sani/grey water tanks for construction. All of the campground washrooms are closed for the season and are now sitting empty.

2: Can we use Victaulic style fitting/couplings for the piping in the water treatment buildings as well as waste water?

A: Allow for fittings and coupling as shown on the tender drawings

3: Can we use native fill for back filling of trench's?

A: Import granular backfill is to be included in the tender price.

4: Are the camp sites closed? Will they be closed during construction? Do any have to be maintained (open) during construction?

A: The campground closed for the season in October and is not scheduled to re-open until May 1, 2014

5: Drawing 18 shows the proposed manhole benched into tanks from an existing manhole. Will the tanks be in operation during construction (after the tanks are installed). Will the contractor be responsible for any pumping of sewage?

A: The campground closed for the season in October and is not scheduled to re-open until May 1, 2014 therefore no sewage flows are expected for the duration of the project.

6: Drawing 11 shows a new proposed water tank. Have test holes been done under tank and any buildings?

A: The geotechnical investigation report prepared for this project has been included in the tender documents. A borehole was completed on this site and is included in the report. No additional geotechnical information is available at this time.

7: In reference to the sewage lift stations, are these pumps to be Class 1, Division 1 or Class 1, Division 2?

A: The submersible grinder pumps shall be listed for use in Class 1, Zone 2 (or Class 1, Division 2) areas at minimum. Therefore, the use of pumps listed for Class 1, Zone 1 (or Class 1, Division 1) areas is also acceptable.

8: In reference to the sewage lift stations, will the VFD's be used to vary speed of the pumps or are they just being used for phase conversion and to reduce inrush current?

A: VFDs are being used on some of the pumps for phase-conversion purposes. Since those pumps will be driven via VFDs, they will also be configured for soft-starting / soft-stopping and reverse jog operation. The VFDs are not intended to be used for adjustable speed control of the pumps. The VFDs will be configured to run the pumps at 60 Hz.

9: Is there a schedule of quantities and bid items outlining a breakdown of the work?

A: No

10: Is there a preferred supplier for the lift stations? Can the lift stations be owner supplied?

A: The contractor will be responsible for supply, delivery, and installation of the lift stations. The contractor will be required to provide shop drawings for the Department Representative review of the all the proposed lift stations.

11: Both Grundfos Booster pump packages as specified are not available in single phase voltages. Currently the specification calls for local VFD drives on each pump which is only available in three phase applications. Please advise if you can provide three phase power or alternatively we can offer a wall mounted or freestanding panel that incorporates drives for pumps suitable for single phase power supply.

A: A free-standing panel that can accommodate VFDs, suitable for 1-phase power supply, is acceptable in lieu of an integrated VFD with each pump.

13: Could you also confirm requirements for NEMA 4X panels?

A: NEMA 4 enclosure is acceptable in lieu of NEMA 4X enclosure.

13: What is the specification for the electrical Kiosks? What material type?

A: Electrical kiosks are specified in Section 26 27 16. In that section, the kiosks are identified as #5052 marine-grade aluminum.

14: It shows 3 phase pumps at the Resource Conservation Office, Long Beach Day Use, and Incinerator Rock Day Use. These pumps won't work there is only 1 phase power available and stand by generator is only 1 phase...how should we proceed?

A: In those locations, VFDs are being used to convert the 1-phase power to 3-phase

15: Is there existing fibre pulled in the conduit along the side of the highway?

A: The existing conduits are currently empty.

16: Asphalt plants shut down in the winter so paving within the time period allowed will be a challenge.

A: Final asphalt pavement restoration will be excluded from the substantial completion requirements. Final asphalt pavement shall be completed in suitable dry weather within 4 weeks of substantial completion or prior to the campground re-opening, whichever comes first. Cold mix asphalt will be acceptable for interim temporary asphalt patching.

END OF ADDENDUM No.1