

**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> Port Granby - Long Term Waste Mgt.	
<b>Solicitation No. - N° de l'invitation</b> EQ986-133623/A	<b>Amendment No. - N° modif.</b> 024
<b>Client Reference No. - N° de référence du client</b> R.023276.217	<b>Date</b> 2015-02-05
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWL-035-1957	
<b>File No. - N° de dossier</b> PWL-4-37020 (035)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-10</b>	<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT
<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> Woodhall, Lauren	<b>Buyer Id - Id de l'acheteur</b> pwl035
<b>Telephone No. - N° de téléphone</b> (416) 512-5873 ( )	<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> PWGSC Port Hope Area Initiative - PHAI 115 Toronto Road Port Hope, ON L1A 3S4	

**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> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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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File No. - N° du dossier

PWL-4-37020

Buyer ID - Id de l'acheteur

pwl035

CCC No./N° CCC - FMS No/ N° VME

Solicitation Amendment No. 24 is raised to:

- 1) respond to questions related to this Request for Proposal.
  - 2) amend the Request for Proposal.
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## SECTION A - QUESTIONS AND ANSWERS

### **Q349.** SC23 Underground and Hidden Structures

SC23 states: "The position of all pole lines, conduits, watermains, sewers and other covered, concealed, underground and overground utilities and structures in, on, under or over the place of the Work (collectively, the "Utilities and Structures") are not necessarily shown on the drawings or referenced in the contract documents, and, where shown, the accuracy of the position of such Utilities and Structures is not guaranteed and the Owner disclaims all liability with respect to same... . The Contractor shall be liable for damages to the Utilities and Structures by those for whom it is responsible, and for greater certainty, the time for completion of the Work shall not be extended nor the Contract Amount increased as a result."

The Contractor should not be liable at this stage for locating underground and hidden structures that are not shown on the contract drawings or referenced in the contract documents. We recommend modifying the clause to reflect that the Contractor's responsibility for all work associated with existing utilities and structures is limited to those that are shown correctly on drawings and correctly referenced in the contract documents.

**A349.** The contractor is responsible for locating, protecting for continued operation as long as necessary or otherwise managing all underground utilities, structures and/or installations that are shown on the drawings as well as those that can be reasonably inferred by the drawings and available documentation including documentation provided in the Appendices to the specifications. That said, if the Contractor discovers utilities and structures that are substantially different than those described in the RFP, it is incumbent on the Contractor to advise the Owner immediately of this. SC23 has been revised to reflect this.

**Q350.** Does a Contractors Pollution Liability (CPL) policy meet the need in place for an Environmental Impairment policy as long as the limit is \$25M?

**A350.** Yes. Appendix 9 reference to Environmental Impairment insurance and in SC02 amendments incorporate this change.

**Q351.** Per SC02 – Insurance Terms: #5 Coverage Requirements, our insurers have informed us that in Canada it is not possible to add an additional insured onto an automobile insurance policy. Could PWGSC please delete this requirement?

**A351.** Agreed. SC02 #5 Coverage Requirements amendments which relate to additional insureds delete the reference to the automobile liability insurance.

**Q352.** Per SC02 – Insurance Terms: #5 Coverage Requirements, our insurers have informed us that it is not possible to add an additional insured onto a Professional Liability insurance policy. Could PWGSC please delete this requirement?

**A352.** Agreed. SC02 #5 Coverage Requirements amendments which relate to additional insureds delete the reference to professional liability insurance. Note that Appendix 9 deletes the requirement for Professional Liability Insurance.

**Q353.** Per SC02 – Insurance Terms: #6 Deductible, deductibles are listed for all required policies except the Builders Risk. Could PWGSC please confirm that the deductible amount should be determined by the contractor?

**A353.** Appendix 9 and SC02 amendment now includes the required deductible for the Builder's Risk insurance.

**Q354.** Per Appendix 9 – Certificate of Insurance – Errors and Omissions Liability Insurance, it is our understanding that the owner is providing the completed design. Could PWGSC please clarify the need for this type of insurance?

**A354.** Appendix 9 and SC02 amendments delete the requirement for Errors and Omissions Liability Insurance.

**Q355.** Per Appendix 9 of the RFP, "The Contractor must obtain Pollution Legal Liability – Fixed Site Coverage, Contractors Pollution Liability, Storage Tank Third Party Liability, and Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract." While Contractors Pollution Liability Insurance is appropriate for addressing liabilities arising from the proposed scope of work, Pollution Legal Liability – Fixed Site Coverage and Storage Tank Third Party Liability applies to the site owner and not readily available to a contractor. As such we have the following three questions:

Question #1: Please clarify the intent in requiring the contractor to purchase Pollution Legal Liability – Fixed Site Coverage which is normally coverage for a site owner.

Question #2: Please clarify the intent in requiring the contractor to purchase Storage Tank Third Party Liability which is normally coverage for a site owner.

Question #3: Please clarify the intent in requiring the contractor to purchase a Contractors Professional Liability policy. This duplicates the requirement for Errors and Omissions Liability Insurance and it is our

understanding that PWGSC is providing the completed design. Could PWGSC please delete this requirement?

**A355.** Appendix 9 and SC02 amendments delete the requirements for Fixed Site, Storage Tank and Contractors Professional Liability insurance.

**Q356.** Per SC02, Item 2(b), Products and Completed Operations Liability Insurance shall be maintained for six (6) years beyond the date of the Certificate of Substantial Performance. Most insurance markets are unwilling to provide a total term longer than 10 years, including construction and completed operations term, thus potentially resulting in substantially higher insurance costs. Will PWGSC please consider revising the requirement for Products & Completed Operations Insurance to 3 years following Substantial Performance?

**A356.** Agreed. SC02 #2(b) amendment changes the period of coverage to extend for 3 years beyond the date of the Certificate of Substantial Performance.

**Q357.** Per GC 1.21.4, Item d, "The Limit of Liability and paragraphs 1.21.2 and 1.21.3 shall not apply to the following (which shall not be subject to any limit in respect thereof) liability of the Contractor satisfied by the proceeds of any insurance." In order for Contractors to properly manage and price the risks associated with the work, the limits of liability outlined in paragraphs 1.21.2 and 1.21.3 should stand alone, and not apply in excess of available insurance. Could PWGSC please delete this requirement?

**A357.** No amendments will be made to GC 1.21.4 item d.

**Q358.** Can our DOS sponsor be a Contracting Authority or Project Manager from PWGSC, in a large remediation project currently taking place in western Canada and being unrelated to the Port Granby Project or should we submit the application with Ms. Lauren Woodhall, PWGSC as our sponsor?

**A358.** The requirements pertaining to Designated Organization Screening (DOS) have been removed from the RFP in Amendment 7. For personnel security clearance requirements, please refer to Amendment 7, Section B. Modifications to the Request For Proposal, SC 01 Security Requirements.

**Q359.** o Builder's Risk / Installation Floater: states "[T]he 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".

o Question: This would seem to require an excessively high limit of insurance for a project for which much of the work would not be subject to property insurance perils, including fire, explosion, earth movement, flood, windstorm and theft. Would PWGSC consider reducing the Builder's Risk / Installation Floater limit to reflect the value of work that would be subject to such perils?

**A359.** Builders risk policy will be procured at the contract value. This policy will be the only property policy in place for the entire project and needs to cover the full value. This policy will jointly cover the contractor and the owners interests. It is not anticipated that there will be any additional value above the contract value for material and equipment. Floater amended to specify maximum policy deductible of \$50,000.

**Q360.** o Environmental Impairment Liability Insurance states, “The Contractor must obtain Pollution Legal Liability – Fixed Site Coverage... [and] Storage Tank Third Party Liability... insurance”

o Question: Fixed Site Pollution and Storage Tank Liability insurance provide coverage at specified locations. For what location(s) and storage tanks are the Contractors to obtain Fixed Site Pollution and Storage Tank Third Party Liability insurance?

**A360.** Appendix 9 and SC02 amendments delete these requirements.

**Q361.** Please specify who exactly is the “AECL/CNL Sponsor”, as that term is used in Solicitation Amendment No. 007

**A361.** This person will be the Departmental Representative named in the Contract.

**Q362.** Can 11 pt Arial and Arial Narrow be used within proposal, tables, and graphics

**A362.** The reference to font size and font type in Appendix 5, Evaluation, article in 3.1.1 (3) is a request only. Bidders are requested, wherever possible to use an 11 point font size in Times (or equal) in order to respect the considerable task of evaluating bids. There may be instances where an 11 point font may not be appropriate or reasonable (such as in sections of a Bar Chart or a Work Breakdown Structure) and in those specific instances bidders may indeed deviate from an 11 point font.

In the event that a bidder submits their entire proposal, or large portions thereof, in a font that is smaller than 11 point, the Contracting Authority has the right to request that the Bidder reproduce the proposal in the font size requested. In the event that this action results in the bidder's proposal being greater than 60 pages, then the only the first sixty pages of that proposal shall be evaluated.

**Q363.** Can Headers and Footers be excluded from minimum font size requirements? (Disclosure statements are typically placed in footers in a font much smaller than 11 pt)

**A363.** The reference to font size and font type in Appendix 5, Evaluation, article in 3.1.1 (3) is a request only. Bidders are requested, wherever possible to use an 11 point font size in Times (or equal) in order to respect the considerable task of evaluating bids. There may be instances where an 11 point font may not be appropriate or reasonable (such as in sections of a Bar Chart or a Work Breakdown Structure) and in those specific instances bidders may indeed deviate from an 11 point font.

In the event that a bidder submits their entire proposal, or large portions thereof, in a font that is smaller than 11 point, the Contracting Authority has the right to request that the Bidder reproduce the

proposal in the font size requested. In the event that this action results in the bidder's proposal being greater than 60 pages, then the only the first sixty pages of that proposal shall be evaluated.

**Q364.** Builder's Risk Insurance (BRI): Because BRI does not apply portions of the project (i.e., BRI is intended to cover the value of structures which is a subset of the total contract value), would PWGSC consider changing the requirement from BRI covering the project value and not the contract value?

**A364.** Builders risk policy will be procured at the contract value. This policy will be the only property policy in place for the entire project and needs to cover the full value (also see Q&A 359).

**Q365.** Additional Insured Requirement for Automobile Liability Insurance: Would PWGSC consider changing the requirement for the Automobile Liability to add additional insured to the policy as this is not allowed in Canada?

**A365.** See answer 351. Appendix 9 and SC02 amendments delete reference to additional insured for the Automobile policy.

**Q366.** Additional Insured Requirement for Automobile Liability Insurance: Would PWGSC consider deleting item F – OPCF/SEF/QEF#6f – Public Passenger Vehicles (busses) as we interpret this requirement to apply only to bussing workers from offsite to the site which may not be necessary?

**A366.** Appendix 9 amendment removes reference to Item F – OPCF/SEF/QEF#6f – Public Passenger Vehicles.

**Q367.** Appendix 9 Certificate of Insurance: Please clarify the discrepancy for Certificate of Insurance that shows required coverages required where ticked. The only items checked are Commercial General Liability and Umbrella/Excess Liability, Builder's Risk/Installation Floater, Pollution Legal Liability – Fixed Site Coverage. An "X" (not a check mark) is shown for Contractors Professional, Errors & Omissions and Automobile liability. However, these X items are required in the table on pages 70 and 71

**A367.** Amendments to Appendix 9 include correction to such formatting issues.

**Q368.** For the Port Granby LTWMF Project, is it necessary for a Canadian company or US company to obtain some sort organization-level security screening from AECL or any U.S. government agency? (i.e., something similar to the Designated Organization Screening from CISD)

**A368.** The requirements pertaining to Designated Organization Screening (DOS) has been removed from the RFP in Amendment 7. For personnel security clearance requirements, please refer to Amendment 7, Section B. Modifications to the Request For Proposal, SC 01 Security Requirements.

**Q369.** If individuals who are U.S. residents travel to Canada to perform work on the Port Granby LTWMF Project, please confirm that AECL/CNL is able to grant/issue to such U.S. residents the "Reliability Status" that is required to perform the work on the Port Granby LTWMF Project site(s).

**A369.** CNL will be able to arrange for Reliability Status and Site Access for U.S. residents provided they furnish the required documentation by the due date. Refer to Amendment 7, Section B. Modifications to the Request For Proposal, SC 01 Security Requirements.

**Q370.** Please advise what documentation U.S. resident individuals must provide to the AECL/CNL to be granted/issued "Reliability Status". As well, can you please advise how long it typically takes for AECL to issue the security clearance once all proper documentation is submitted for review?

**A370.** U.S. residents will be required to fill in TBS330-23E form and provide applicable supporting documentation, 2 pieces of identification (birth certificate or passport + one other government issued ID such as driver's license, education or trade document, 2 letters of reference (1 personal from someone that has known the individual for the past 5 years (not a relative) + 1 employment one). If the individual cannot provide an employment one that covers the full 5 years, we will accept a second personal reference. The documentation must be originals or certified copies (must be certified by a Notary Public or in the case of transcripts, the Registrar seal). Note that for U.S. residents, a current FBI Records Check is also required.

As stated in SC 01 of Amendment 7, the documentation must be delivered to CNL's personnel security office at least 2 weeks prior to the date for site access.

**Q371.** With respect to individuals who are U.S. residents that travel to Canada to perform work on the Port Granby LTWMF Project, will AECL/CNL recognize any U.S.-issued security clearances to the individual to be the equivalent of the required "Reliability Status"? If so, could you please specify the U.S. security clearance that is considered to be equivalent (e.g., 'Secret' clearance issued by the U.S. DSS, or 'L' access issued by the U.S. DOE).

**A371.** With respect to security clearance, CNL will accept a valid U.S.-issued "Secret" security clearances for U.S. residents.

**Q372.** Holdbacks – as it reads the project is a 286 week project. Can you please advise how holdbacks for works completed will be handled. Will the 10% holdback be released after Substantial Completion (286 weeks) for all works under the contract OR will holdbacks for completed works be released on an annual basis as the project progresses. For instance, if we do work in 2016, will the 10% holdback be released 44 days after completion OR is there another formula (ie partial release at end of year/beginning of subsequent year) to be used. Trying to understand how long funds will be tied up in order to finance properly.

**A372.** The intent is to release the 10% holdback after completion of the entire Work and this will be conducted in accordance with General Conditions (GC) 5, Terms of Payment.

**Q373.** Two arm's length Canadian companies, CanCo1 and CanCo2, are contemplating entering into a JV that will submit a bid on the project. CanCo2's parent company is a U.S. company, USCo. To perform



the work on the project, it is contemplated that CanCo2 will require certain U.S. resident persons to come to Canada to perform certain work at the site location. The U.S. resident persons may be employees of USCo, or of subsidiaries or affiliates of USCo that are affiliated to CanCo2. These U.S. resident persons will not be employees of CanCo2, but may be seconded to CanCo 2. Can these U.S. resident persons:

- a) obtain a Reliability Status and/or required Security clearances based on the fact that they already hold a U.S. clearance (from US Defense Security Services) at equivalent or higher levels than what is called for under this RFP? and/or
- b) obtain Reliability Status and/or required Security clearances from AECL in order to perform work at the site? Are there any additional steps for obtaining a Reliability Status and/or required Security clearances from AECL for these U.S. residents that must be satisfied?

**A373.** a) yes

b) CNL can arrange for Reliability Status and Site Access for U.S. residents with the same process outlined in Amendment 7, Section B. Modifications to the Request For Proposal, SC 01 Security Requirements. In addition to the requirements in Amendment 7, U.S. residents must provide a current nationwide FBI Records Check.

**Q374.** Additionally, if CanCo2 (as described above) were to subcontract with an affiliated U.S. company, which employs U.S. resident persons, can those U.S. resident persons:

- a) obtain a Reliability Status and/or required Security clearances based on the fact that they already hold a U.S. clearance (from US Defense Security Services) at equivalent or higher levels than what is called for under this RFP? and/or
- b) obtain Reliability Status and/or required Security clearances from AECL in order to perform work at the site? Are there any additional steps for obtaining a Reliability Status and/or required Security clearances from AECL for these U.S. residents that must be satisfied?

**A374.** a) yes

b) CNL can arrange for Reliability Status and Site Access for U.S. residents with the same process outlined in Amendment 7, Section B. Modifications to the Request For Proposal, SC 01 Security Requirements. In addition to the requirements in Amendment 7, U.S. residents must provide a current nationwide FBI Records Check.

**Q375.** Lastly, if CanCo2 (as described above) directly employs U.S. resident persons, can those U.S. resident persons:

- a) obtain a Reliability Status and/or required Security clearances based on the fact that they already hold a U.S. clearance (from US Defense Security Services) at equivalent or higher levels than what is called for under this RFP? and/or

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b) obtain Reliability Status and/or required Security clearances from AECL in order to perform work at the site? Are there any additional steps for obtaining a Reliability Status and/or required Security clearances from AECL for these U.S. residents that must be satisfied?

**A375.** a) yes

b) CNL can arrange for Reliability Status and Site Access for U.S. residents with the same process outlined in Amendment 7, Section B. Modifications to the Request For Proposal, SC 01 Security Requirements. In addition to the requirements in Amendment 7, U.S. residents must provide a current nationwide FBI Records Check.

**Q376.** Amendment 9 provides the bidder the option to go with LOC versus Bonding. Will bonding be released at substantial performance or held all the way through warranty?

**A376.** Please refer to the Form of Performance Bond specified in Amendment 9.

**Q377.** • What is a key security official?

• What is reliability statuses.

**A377.** Key Security Official is the person deemed accountable by the Contractor for all required documentation and processes related to security.

Reliability Status is the level of personnel security screening required in Canada for individuals who will need access to government information and assets and unescorted access to operational zones in government facilities as outlined in Treasury Board of Canada Standard on Security Screening.

## **SECTION B - MODIFICATIONS TO THE REQUEST FOR PROPOSAL**

### **SC23 UNDERGROUND STRUCTURES AND HIDDEN STRUCTURES**

Add the following to GC 6.2 of R2865D:

GC 6.2.9

(a) The position of all pole lines, conduits, watermains, sewers and other covered, concealed, underground and overground utilities and structures in, on, under or over the place of the Work (collectively, the "Utilities and Structures") are not necessarily shown on the drawings or referenced in the contract documents and are provided for information purposes only. Where shown, the accuracy of the position of such Utilities and Structures is not guaranteed and the Owner disclaims all liability with respect to same.

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(b) As a part of, and in co-ordination with, the Work, the Contractor shall provide for the removal, protection, support, temporary and permanent relocation and restoration of the Utilities and Structures to the satisfaction of the owners of the Utilities and Structures, and in performing such Work, the Contractor shall comply with the procedures, requirements and policies of the owners of the Utilities and Structures.

(c) Before starting Work, the Contractor shall inform itself of the exact elevation, size, depth and location of all Utilities and Structures, shall use reasonable precautions to anticipate the existence and location of all Utilities and Structures, and failing the foregoing due diligence requirement the Contractor shall be liable for any resulting damages to the Utilities and Structures, and the time for completion of the Work shall not be extended nor the Contract Amount increased as a result.

(d) If, during the performance of the Work, the Contractor encounters Utilities and Structures that are substantially different from any Utilities and Structures described in the tender documents supplied to the Contractor, or any reasonable assumption of fact based thereon, the Contractor shall give notice to the Owner immediately upon becoming aware of the situation and GC 6.2, as it relates to changed subsurface conditions, shall apply to such Utilities and Structures, with the necessary changes having been made.

**Q378.** Can Bidders propose alternative work sequences and approaches to what is presented in the RFP? If yes, how are Bidders to present this information in their proposal?

**A378.** Each bidder is responsible to determine what information and how much information on topics such as alternative work sequences and approaches they wish to include in their technical proposal. If it is the bidders intention to include this information as a means by which to secure points in the Rated Technical evaluation, then it is the bidder responsibility to carefully review the Rated Evaluation in order to determine the best manner to present this information in order to maximize its value in the evaluation process.

**Q379.** Please provide volume estimates by Region.

**A379.** The purpose of identifying the excavation work by Region was for suggested work sequence purposes only, and not for the purposes of volume estimation. Information on volume estimates by Region is not available.

**Q380.** Is the overview document part of the RFP? (Overview = powerpoint presentation given at site visit)

**A380.** The content of the PowerPoint presentation at the site visit/bidders' conference was intended to provide bidders a basic understanding of the requirement. Bidders are to submit their proposal based upon the content of the Request for Proposal document itself along with all amendments, the drawings, technical specifications and addenda. In the event of any conflict between the content of the PowerPoint presentation and the RFP, its amendments, drawings, technical specifications and addenda; the RFP, its amendments, drawings, technical specifications and addenda shall take precedence.

**Q381.** We understand from the Bid and Acceptance Form that the bid price can be accepted any time up to one year from date of closing and that the awarded contractor is required to complete all work within 286 weeks from the date of acceptance of bid. Section 5.6 of the RFP requires the Bidder to provide a bar schedule showing how the work will be completed in the time provided. Since many activities are weather dependent, what work can be accomplished in each year will be dependent on the date of contract award. For the purpose of ensuring all bidders are proposing to the same baseline, what start date should be assumed for developing the schedule?

**A381.** The date of contract award is the common reference point to be used for developing the schedule. At this time the date of contract award is anticipated to be in late Spring of 2015.

**Q382.** Regarding Pumping Stations 3, 4, 5 & 6: 2. The specifications indicate interior wall surface to have insulation and corrugated pre-finished metal panels. Would an insulated precast panel consisting of 75mm face concrete, 75mm insulation and 100mm interior concrete (total thickness of 250mm) be acceptable?

**A382.** Bidders must bid in accordance with the specifications and drawings.

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**Q383.** Regarding Pumping Stations 3, 4, 5 & 6: 3. For the exterior finish, the specifications indicate a neutral color split face block. Is a split face block pattern required or would the owner accept an alternative such as a sandblasted panel?

**A383.** Bidders must bid in accordance with the specifications and drawings.