

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
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, Room 219
800, rue Burrard, pièce 219
Vancouver
British C
V6Z 0B9

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|---|--|
| Title - Sujet EGD Waterlot Remediation PH2 SJetty | |
| Solicitation No. - N° de l'invitation EZ899-151108/B | Amendment No. - N° modif. 007 |
| Client Reference No. - N° de référence du client | Date 2015-05-08 |
| GETS Reference No. - N° de référence de SEAG PW-\$PWY-026-7485 | |
| File No. - N° de dossier PWY-4-37180 (026) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-15 | |
| 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: Liu (PWY), Patty | Buyer Id - Id de l'acheteur pwy026 |
| Telephone No. - N° de téléphone (604) 775-6227 () | FAX No. - N° de FAX (604) 775-6633 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC - Esquimalt Graving Dock - Victoria, 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

EZ899-151108/B

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

Amd. No. - N° de la modif.

007

File No. - N° du dossier

PWY-4-37180

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No/ N° VME

Les documents français seront disponibles sur demande.

Amendment 007 attached.

All other terms and conditions remain unchanged.

AMENDMENT 007

Amendment 007 has been raised to provide answers to questions received.

Questions received:

1. The Phase 1A pile driving records were previously issued as Attachment (b) to Addendum 005. One of the pages was corrupted and may not be legible. The Phase 1A pile driving records have been uploaded separately to Canada's procurement website at <https://buyandsell.gc.ca>, along with the other tender documents.
2. Could you please confirm the process for providing access to the site for non-cleared personnel such as unannounced or unplanned subcontractors. We understand that they can be "Escorted", is the escort by a contractor who holds the valid security clearance, or is the escort by a PWGSC member?

Canada's Response:

The Bidder/Prime Contractor who holds the valid Designated Organization Screening (DOS) is required to provide security for all work under the contract. The Contractor must have designated personnel holding a valid Reliability Status who are assigned to escort and monitor any and all non-cleared personnel and subcontractors at the EGD Work Site and EGD Facility. Contractor passes will not be issued to non-cleared personnel or subcontractors, only daily passes. Having all personnel cleared to a Reliability Status will facilitate the Bidder/Prime Contractor's access to the site; the Bidder/Prime Contractor is solely responsible for any additional cost, or any delays, that result from having non-cleared personnel or subcontractors.

As per the solicitation document, Bidders are required to hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD). A Bidder not holding a valid DOS at the time of bid submission may be considered to be non-compliant with the contract requirements, and the Bidder may be disqualified. However, In the event that the Bidder has applied for a DOS but it has not yet been issued, Canada may, solely at its own discretion, choose to consider the bid submission. If a Bidder in this situation is successful (meets all other Contract and qualification requirements and is the lowest bidder) and is awarded the Contract, but has not received the DOS clearance prior to the July 31, 2015 date for the Contractor's mobilization to the EGD Work Site, the Bidder may be found to be non-compliant with the Contract, and the Contract may be awarded to a compliant Bidder with the next lowest bid price. However, Canada may, solely at its own discretion, choose to assume the responsibility for providing security for the work at the EGD Work Site and EGD Facility, until the Contractor receives the DOS clearance. In this case Canada, at its own cost, would provide Commissionaire's to escort non-cleared personnel and subcontractors, and monitor the Contractor's work at the EGD Work Site and EGD Facility. The Contractor will be solely responsible for any other additional costs, and any delays, that may result.

3. Is it acceptable for the successful prime contractor to be named as additionally insured by their consulting contractor and marine contractor for EO insurance and Marine insurance. Additionally, can subcontractors name PWGSC as additionally insured?

Canada's Response:

With respect to marine insurance coverage and Errors and Omissions/Professional Liability insurance please note that “naming/adding” an additional insured is usually not available under the Professional Liability Policy. Most insurers will not have this option available for the insured. As noted in clauses included in the G2002C, there is no option to include in the policy: Additional Insured as in the G5003C Marine Liability insurance clauses.

G2002C Errors and Omission Liability Insurance (Professional Liability)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2002C/1>

G5003C Marine Liability Insurance

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2001C/1>

As the Contractor will not be performing professional services, you do not assume the risks that the PL policy is designed to cover. Unlike other types of insurance policies, the PL policy does not make payments to the insured. Instead, the PL policy pays on behalf of the insured in the event that the insured’s negligence in rendering professional services causes damage or injury. If the additional insured was named as an insured under the PL policy, they would be unable to collect damages since an insured cannot make a claim against itself and recover under the PL policy. There is a common misunderstanding with regards to additional insured under different insurance policies in that there is better protection against third-party claims by being included as a named insured or an additional insured on the PL policy.

4. Insurance Requirements – page 116 – last paragraph indicates that Errors and Omissions Liability Insurance is required. Since the Contractor will be using the services of a consulting/engineering firm, would an insurance certificate issued by the hired Consulting/Engineering firm be in good standing? The certificate will be issued in accordance with the terms and conditions set in the bid documents and will be addressed to Canada, Public Works and Government Services Canada.

Canada’s Response:

For this type of requirement it is strongly recommended that the contractor ensures that appropriate coverage is acquired for the entire scope of the work. They are encouraged to work with their subcontractors to have adequate insurance coverage in place taking into consideration the regulatory environmental compliance context involved, the gray areas in respects to the roles in responsibilities and the exposure to possible liabilities in case an incident occurs – including business interruption liability.

It is not sufficient to require a certificate of insurance with the parties listed. The safest course of action is for the contractor to do its due diligence by reviewing the subcontractor’s insurance policies in case there is a disclaimer added in the certificate.

5. Per Drawing CSM4, the width of the Contractor's Work Area is given as nominally 18m on the south and west sides, and 15m along the north side. This is barely the width of one barge. For some work it would be more efficient to position barges two wide, or perpendicular to the wharf edges. Will the Contractor be allowed to have barges protrude beyond the Work Area boundaries during working hours as long as it doesn't interfere with EGD or Naval operations and ship movements?

Canada's Response:

The EGD Work Site (exterior limits of which are shown on Drawing CSM4) lies wholly within the EGD Waterlot legal boundary. Canada confirms that all Contractor on-site equipment and facilities are to be located within the EGD Work Site, as stipulated by the definition of EGD Work Site per Clause 1.3.27 of Section 01 11 55 (General Instructions). Temporary expansion of the EGD Work Site (also described in the definition of EGD Work Site) is specifically to accommodate land-side construction activities, and Canada clarifies that temporary expansion of the EGD Work Site will not be permitted at the water-side boundaries. This clarification does not alter any requirements or add any restrictions to the transit of personnel, materials or waterborne equipment, to/from the EGD Work Site.

6. Can the third party surveyor use the contractors crew and equipment or does the third party surveyor have to supply their own crew and equipment?

Canada's Response:

The designated third-party surveyor may utilize Contractor staff and equipment for completion of required surveys, provided the third-party surveyor ensures the Contractor-owned equipment is calibrated/inspected for accuracy, manages the implementation of the survey work, and completes the survey activities in accordance with all requirements of the Specifications.

7. Barge displacement measurements for all dredged materials leaving the EGD worksite are typically done by a Hydrographic Surveyor or Contractor's Surveyor as they are on site as the work proceeds. Marine Surveyor's generally survey the sea-worthiness of vessels at the beginning of the project. Please confirm the requirement for a Certified Marine Surveyor to perform a displacement measurement for all barges leaving the EGD worksite per Specification Section 35 20 23, Clause 3.4.3.

Canada's Response:

A certified marine surveyor (or other Contractor representative such as a hydrographic surveyor or Contractor surveyor) may obtain barge displacement measurements for all barges leaving the EGD Work Site (see pending Addendum 005 for changes to the Specifications).

8. Does a Certified Marine Surveyor, Hydrographic Surveyor (previously referred to as the Contractors "Third-Party Marine Surveyor") or Contractor's Surveyor perform barge displacement measurements for all engineered capping materials entering the EGD worksite?

Canada's Response:

Specification Section 35 37 10 – Engineered Capping (Clause 1.5.6 and Clause 3.2.1) require barge displacement measurements be collected for all loaded material barges as they arrive at the EGD Work Site and to estimate quantity of Engineered Capping materials that are placed at the EGD Work Site on a daily basis. The barge displacement information may be collected by a certified marine surveyor, hydrographic surveyor, or Contractor surveyor and shall be provided as part of the Daily Construction Report.

9. There is the potential for a significant number of pile stubs to be present, and that are not identified on the drawings. This presents a risk for the contractor and Canada in terms of schedule and also price. One way to address this is for Canada to add a unit pay item for unmarked pile stubs encountered during dredging to be removed or cut. This would protect both sides, and enable a better bid budget to be assessed. Will Canada consider adding such a pay item? If a unit price item is not added, please provide a number of unmark / unknown pile stubs to be carried by the bidder.

Canada's Response:

Canada will not add a payment item to the Unit Price Table for removal of unmarked / unknown pile stubs encountered during dredging. This work is covered under the Required Dredging and Contingency Re-Dredging payment items 26a / 26b (as indicated in answer to question 4 in Amendment 005). Canada will not provide an estimate of unmarked / unknown pile stubs.

10. It's anticipated that there may be a high number of piles that have been cut or snapped off during previous operations in this area. Given that it appears these are not identified on the drawings, would these be considered as pipe pile obstruction and paid under the hourly rate? As some contractors have varying levels of firsthand experience in this area, the potential for extreme price difference could be very high and as such, we want ensure we are pricing on the same basis.

Canada's Response:

See response to question 9 above.

All other terms and conditions remain unchanged.