

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

Title - Sujet EGD Waterlot Remediation PH2 SJetty	
Solicitation No. - N° de l'invitation EZ899-151108/B	Amendment No. - N° modif. 009
Client Reference No. - N° de référence du client	Date 2015-05-15
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 2015-05-20	
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.

009

File No. - N° du dossier

PWY-4-37180

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No/ N° VME

Amendment 009

All other terms and conditions remain unchanged.

AMENDMENT 009

Amendment 009 has been raised to provide answers to questions received.

Questions received:

1. Re. ANNEX B - CERTIFICATE OF INSURANCE - Commercial General Liability - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft: Please clarify the meaning or application of this requirement. Watercraft and ship repairs are usually covered under P&I Insurance.

Canada's Response:

The Commercial General Liability Insurance clause G2001 with the recommended endorsement p "Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft." will cover liabilities for non-owned watercrafts less than (for example, and this depends on the insurer and their exclusions for coverage within their own limits) 25 feet long. Insurers will offer different insurance programs specifically to risk exposures for various types of remediation projects. Policies will vary among insurers. Note that certain exclusions apply to the CGL for example, any loss resulting from intentional acts or willful misconduct of any person insured under this policy.

In the event of loss, exclusions to consider under the CGL are the following:

- Terrorism exclusion
- War exclusion
- Nuclear exclusion
- Pollution exclusion

The marine liability is governed by the Marine Liability Act.

2. (a) If the Facility the Contractor selects within their tender response is unable to effectively manage within their permit, the salt water leachate from the imported dredgate material, who is ultimately responsible for the costs of either leachate management or for a change in Facility location?
(b) If the Facility selected by the Contractor within their tender response has public opposition that delays the project timeline or has additional costs associated with public consultations and PWGSC involvement in the resolution, who is responsible for the additional costs that this may bear?
(c) If the Facility selected by the Contractor within their tender response has public opposition that eventually forces the project to divert the dredged material to an alternate facility, who will bear the additional costs for this change, the Contractor or PWGSC?

Canada's Response:

Note that this question was received after the deadline for questions on 2:00pm PDST on May 7, 2015. Although Canada is not obligated to do so, a response is provided.

This response provides further clarification related to the answer provided to question 1 in Amendment 008, question 13 in Amendment 005, and question 8 in Amendment 002. This response summarizes the requirements that are already included in the existing solicitation documents and the Specifications; these are not new requirements.

(a) It is the responsibility of the Bidder-Prime Contractor to ensure that all Facilities identified and utilized are suitable and can effectively manage all materials generated from the work under the Contract. The Bidder-Prime Contractor is responsible for any and all costs and schedule delays related to treatment, management and disposal of all materials generated during the work, including costs for leachate management. If a Facility cannot provide the services as required by the Bidder-Prime Contractor to meet requirements of the Contract and Specifications, an alternate Facility must be identified, and the Bidder-Prime Contractor will be responsible for any and all costs and schedule delays related to the provision of alternate Facilities.

(b) The Bidder-Prime Contractor is fully responsible for the execution of all work under the Contract, including work done by subcontractors and Facilities. The Bidder-Prime Contractor is responsible for ensuring that subcontractors and Facilities identified and utilized are suitable, so that Contract requirements, including completion dates (specified in Section 01 11 55, Clause 1.10, and as amended by Amendment 001/Addendum 001) are met. The Bidder-Prime Contractor is responsible for any and all costs and schedule delays related to the inability of subcontractors and selected Facilities to provide services to the Bidder-Prime Contractor as required. If the Bidder-Prime Contractor is aware of any potential issues that may affect the provision of services by subcontractors and Facilities, the Bidder-Prime Contractor should take this into account when determining whether or not the subcontractor or Facility is suitable. The Bidder-Prime Contractor is responsible to undertake any actions (including public consultations) deemed necessary by the Bidder-Prime Contractor to ensure that subcontractor and Facility services are provided to the Bidder-Prime Contractor as required. The Bidder-Prime Contractor is responsible for any and all costs and schedule delays resulting. Note that public notifications are required as per the Specifications, Section 01 11 55, clause 1.5. PWGSC will not be involved in any resolution of any issues related to the Bidder-Prime Contractor's operations, including those of subcontractors and Facilities.

(c) If any of the Facilities selected by the Contractor are unable to provide the services as required in order for the Bidder-Prime Contractor to meet Contract and Specification requirements (including schedule), the Bidder-Prime Contractor will be required to provide an alternate Facility. The Bidder-Prime Contractor will be fully responsible for any and all costs and schedule delays resulting.

All other terms and conditions remain unchanged.