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800 Burrard Street, Room 219
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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 Remediation Consulting Services TAC	
Solicitation No. - N° de l'invitation EZ897-160027/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client	Date 2015-06-04
GETS Reference No. - N° de référence de SEAG PW-\$PWY-015-7506	
File No. - N° de dossier PWY-5-38006 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-08	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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: Chan (PWY), Scarlett	Buyer Id - Id de l'acheteur pwy015
Telephone No. - N° de téléphone (604) 775-9382 ()	FAX No. - N° de FAX (604) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC - Various Locations - Various, BC & YT	

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

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Solicitation Amendment 004

This solicitation amendment is raised to address the following:

- Suppliers' questions
- Annex "C" - Insurance Requirements revision

All other terms and conditions remain unchanged.

End

Question and Answer

Question 1. The definition of Project in Section D.1.1 states that a Project is “an undertaking to remediate an upland or minor freshwater contaminated site....”. If a singular project has both a significant upland component and a marine component, is the upland portion of the project still considered a project under this definition even though the marine portion is not?

Answer: Yes. If a Project has both marine and uplands components, then the uplands component, but only the uplands component, may be used as a sample Project.

Question 2. Are typical headers and footers (i.e., TAC Solicitation No., page count, bid section heading, proponent name, etc.) allowed within the 12mm margin spacing?

Answer: See Amendment #3 Question 17.

Question 3. Part 4 Corporate Sample Projects. Please clarify what is expected for dates work commenced and completed, value of professional fees, and total construction value. For example, if a large-scale remediation Project is submitted for Scope of Work #1, Planning, should the date range and associated fees be only those related to the Planning phase of work, or representative of the entire Project to demonstrate size and complexity of the overall remediation project? Additionally, if the Project began more than 5 years ago—even though only those components worked on within the last 5 years are provided for evaluation purposes—should the total cost and duration be provided to demonstrate complexity and size of the Project, or only the fees spent within the past 5 years?

Answer: As per D.1.1 and Amendment #3 Question 27, a Project may have started more than 5 years ago (ie before 2010/04/27) and extend into the future (ie past 2015/04/27), but the sample Project (ie Project submitted for evaluation) must be within the last 5 years. Thus sample Projects must identify dates, and the scope of services must have been performed, within the last 5 years for the entire sample Project. There is no requirement under Part 4 Corporate Sample Projects to identify Project size.

Questions 4. Part 5 Core Team Sample Projects. Please clarify what is expected for cost of consulting, total cost of remediation, and duration of remediation. Should the costs and period of performance be representative of the entire Project to demonstrate scope and complexity of the work, or should the costs and duration correlate only to the work completed by the Core Team Member? Additionally, if the Project began more than 5 years ago—even though only those components worked on within the last 5 years are provided for evaluation purposes—should the total cost and duration be provided to demonstrate complexity and size of the Project, or only the fees spent within the past 5 years?

Answer: As per D.1.1 and Amendment #3 Question 27, a Project may have started more than 5 years ago (ie before 2010/04/27) and extend into the future (ie past 2015/04/27), but the sample Project (ie Project submitted for evaluation) must be within the last 5 years. Thus sample Projects

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must identify the dates, scope of services, and size (eg volumes remediated, costs of consulting/remediation incurred) within the last 5 years for the entire sample Project.

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The following section in the Request for Proposal document will be amended:

Annex “C” - Basis of Payment

Delete: Annex “C” Insurance Requirements in its entirety

Insert: Annex “C” - Insurance Requirements Revision 1 (2015-06-04)

NOTE: This Annex “C” Revision 1 (2015-06-04) replaces and supercedes any previous version of Annex “C”.

ANNEX “C” – Revision 1 (2015-06-04)

INSURANCE REQUIREMENTS

C.1 Insurance

Insurance – Specific Requirements G1001C (2013-11-16)

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Commercial General Liability Insurance G2001C (2014-06-26)

1. The Contractor must obtain Commercial General 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. 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 should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, 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.

- f. Blanket 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.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. 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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Environmental Impairment Liability Insurance G2040C (2014-06-26)

1. The Contractor must obtain **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.
2. 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.
3. The **Contractors Pollution Liability** policy must include the following:
 - a. 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.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation

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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.

Errors & Omissions/Professional Liability Insurance G2002C (2008-05-12)

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 loss and in the annual aggregate, inclusive of defence costs. 2. 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.

3. The following endorsement must be included:

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

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Description and Location of Work					Contract No.	
					Project No.	
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	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Environmental Impairment Liability Insurance				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Errors & Omissions / Professional Liability Insurance						
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 coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
<div></div>				<div></div>		
Signature				Date D / M / Y		