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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 EGD Waterlot Ph2 Remediation	
Solicitation No. - N° de l'invitation EZ899-151108/D	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client	Date 2015-07-21
GETS Reference No. - N° de référence de SEAG PW-\$PWY-026-7559	
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 2015-07-31	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: 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/D

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

Amd. No. - N° de la modif.

001

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 001 / Addendum 001 attached.

All other terms and conditions remain unchanged.

AMENDMENT 001

Amendment 001 has been raised to provide relevant questions and answers, and to provide an addendum to the specifications.

Questions and Answers (C-001, B-002):

1. If the contractor is required to obtain the building permit, is the Township of Esquimalt aware of the project? Is there a set fee that can be provided to all contractors for the cost of the building permit?

Canada's Response:

Township of Esquimalt has a public document on their website indicating the fee basis; the Unit Price Table has been issued with the anticipated building permit fee included.

2. Do the specifications provide a description of the work that can be done outside the fisheries window?

Canada's Response:

Section 01 11 55 (General Instructions), Clause 1.10 provides the description of work that can be completed outside the fisheries window. Additional information is provided in the Environmental Management Plan.

3. Is the measurement and payment of dredged sediment based on volume and not tonnage? What is the conversion assumed between volume and tonnage?

Canada's Response:

Measurement and payment for completion of sediment dredging, material handling, transport and disposal is paid for based on volume measured per Post-Construction Surveys completed at the EGD Work Site. No measurement and payment for these activities will be performed on a per tonne basis. Contractor shall determine their own conversion factor from volume to weight as part of the tender process for the project based on their means and methods for completion of the work.

Questions and Answers (C-001, B-002):

1. BLANK
2. Re: Appendix 6 – Qualification Form, 2.0 Bidder's Team Experience – Item 1 Dredging Experience. We request that the mandatory dredging experience criteria be changed to 30,000 m³ of mechanical dredging in total within the last 7 years, January 2008 to January 2015. We specialize in environmental dredging and as such the majority of our projects are smaller volumes (<10,000 m³) and are more sporadic in timing. We note that the specifications clearly indicate that this is not a production dredging job and therefore this high volume threshold is at odds with the nature of the project. We certainly have the capacity to dredge the required volume within the scheduled time. A criteria of 2500 – 5000 m³ within 30 days could be added if there is a concern about dredging productivity. Expanding the qualification period to 7 years

would allow us to reference 4 significant mechanical dredging projects that we completed in 2008 and 2009.

Canada's Response:

The qualification criteria were developed to require that Bidders (and subcontractors) demonstrate appropriate experience with projects of similar size and complexity within a recent timeframe. The criteria for mandatory dredging experience and timeframe for completion of qualifying work will not be revised.

3. Item 5 – Engineered design for silt curtains. We suggest removal of this criteria as a mandatory requirement. On reviewing the specifications from the Phase 1B project we don't believe that there was a requirement for an engineered silt curtain. We have completed numerous projects that required the use of silt curtains, but a requirement to have the curtains "engineered" is new to us and we believe the BC dredging market in general. We don't think that it is reasonable to expect that BC dredging contractors will have this experience.

Canada's Response:

The successful design, construction and maintenance of the silt curtain system (Temporary Resuspension Barrier) is a critical part of the Phase 2 South Jetty Under-pier Sediment Remediation Project for environmental protection. The qualification criteria for the silt curtain system were developed to require bidders (and subcontractors) to demonstrate appropriate experience with design and implementation of these types of systems using site-specific parameters. The criteria for silt curtain systems will not be removed or revised.

4. Item 12 – Demolition Experience. We request that the time frame for demolition experience be widened to 7 years so that we can reference a major marine demolition project we completed between 2008 and 2010. We also request that this criteria be broadened to include land structure demolition as much of the pier demolition can be completed from the land side.

Canada's Response:

The qualification criteria were developed to require that bidders (and subcontractors) demonstrate appropriate experience within a recent timeframe. The criteria for demolition experience and timeframe for completion of qualifying work will not be revised.

5. Re: Appendix 6 – Qualification Form, 3.0 Superintendent Experience. We suggest that it is unduly restrictive to require the Superintendent/Project Manager to have all of the specific experience indicated in Items 2 – 6 within the last 5 years. As long as the Superintendent/PM has major project experience and the supervisory/project management team has the required specialized experience we submit that is enough to ensure a successful project. Can the mandatory criteria be reduced to 3 or 4 out of 5 experience within the last 7 years?

Canada's Response:

The qualification criteria were developed to require that bidders demonstrate appropriate experience for the Superintendent within a recent timeframe. The timeframe for the required experience will not be changed.

6. Re: Appendix 6 – Qualification Form, 4.0 Site Supervisor's Experience. Items 9 and 10. We request that the time period for supervisor qualification for these items be expanded to 7 years so that we can include some major projects that we completed in 2008 and 2009.

Canada's Response:

The qualification criteria were developed to require that bidders demonstrate appropriate experience for the Site Supervisor(s) within a recent timeframe. The timeframe for the required experience will not be changed.

7. 01 11 55 1.3.20 defines a disposal facility as “An existing facility located in Canada”. What is PWGSC criteria for determining when disposal out of Canada is acceptable? It should be noted that on Solicitation EZ113-15159/A (COL 12), materials with the same classification (IL+ waste material according to the British Columbia Contaminated Sites Regulation) were permitted for disposal outside of Canada. Why will disposal out of Canada not be accepted for this project, when it is acceptable for other PWGSC projects?

Canada’s Response:

Disposal of materials generated as part of the Phase 2 South Jetty Under-pier Sediment Remediation Project must be within Canada as specified.

8. 35 20 23.01 1.10.4 states if the proposed Disposal Facility or Hazardous Waste Management Facility is not acceptable to the Departmental Representative, the Contractor must identify an alternative off-site Disposal Facility or Hazardous Waste Management Facility that is acceptable to the Departmental Representative, and must use the accepted alternate Disposal Facility or Hazardous Waste Management Facility at no additional cost to PWGSC. As part of the bid submission, the Bidder must provide the names of the proposed facilities, along with the permits and letters of acceptance from the disposal facility. What is the criteria that the departmental representative will be using to determine if a facility is acceptable? Are there additional criteria other than what the bidder is being required to submit? If the bidder completes all of the submission requirements and the tender is accepted, under what conditions would the Departmental Representative not accept the proposed disposal facility? Does the Departmental Representative have a list of facilities that are not acceptable?

Canada’s Response:

All criteria required for acceptance of the Disposal Facility and Hazardous Waste Management Facility is presented in the solicitation documents, in particular Section 2 and Section 5 of the Qualification Form, within the Specifications, and within the Tender Amendments issued, and no additional criteria will be required for acceptance of the proposed facilities. Canada does not have a list of facilities that are considered unacceptable.

If at any time there is a change in the status of a facility such that it fails to meet the stated requirements, this may render the facility unacceptable.

9. Re: Appendix 6 – Qualification Form, 2.0 Bidder’s Team Experience – Item 5 Engineered silt curtains. The requirement states, “Project conducted within the last 5 years requiring an engineered design for fixed or anchored silt curtains in a marine tidal environment to control suspended sediments.” Please clarify whether the required Bidder’s Team Experience is having utilized a contractually required engineer designed silt curtain on a project within the last 5 years, or having engineered the design of a silt curtain for a project that has been executed within the last 5 years. Would either type of experience be acceptable?

Canada’s Response:

The required Bidder’s Team Experience, described in Item 5 of Section 2.0 of the Qualification Form, is for the Temporary Resuspension Barrier (TRB) System Third Party Design Engineer

(identified in Section 1.0) to have “directly prepared the engineered design” for fixed or anchored silt curtains in a marine tidal environment to control suspended sediments, within the 5 year period specified.

10. Please clarify what is meant by an “engineered design” for the silt curtains. Curtain manufacturers typically follow DOT or similar design standards for curtain construction. What design parameters and scope constitute an “engineered design”?

Canada’s Response:

For the sole purpose of Bidders’ responses to Item 5 in the Qualification Form (Appendix 6 to the Instructions to Bidders, Section 2.0 Bidder’s Team Experience), “engineered design” of a silt curtain system is to include design, layout, and anchoring system, in advance of construction of fixed or anchored silt curtains in a marine tidal environment to control suspended sediments. The engineered design of the silt curtain system for the submitted project may have been completed by the contractor, subcontractor, or third party engineer for the project submitted in the Qualification Form.

11. If a dynamic design is required for the silt curtain, is there metocean data available for the site?

Canada’s Response:

Metocean data may be available through public resources; Bidders shall identify and determine the appropriate design parameters for the silt curtain system as it applies for use at the EGD Work Site. No specific design data will be provided by Canada.

12. Please provide copies of the following tender drawings in AutoCAD format to aid our estimating and work planning: C3, C4, C5, C6, C7, C8, C21, C22, C23, C28, C29, C30.

13. Can we request the auto-cad versions of the drawings. We request this for additional take-offs.

Canada’s Response:

Canada will not provide AutoCAD Drawings as part of the tender process for the Phase 2 South Jetty Under-pier Sediment Remediation Project. A conformed set of Drawings (AutoCAD and PDF) will be provided to the successful Bidder following Award of the Contract. Canada will provide a full-size set of Drawings in PDF format as part of an Amendment to assist Contractors with estimating and work planning.

14. Would PWGSC consider disposal of the creosote wood waste to Washington State?

Canada’s Response:

*Disposal of materials (including creosote wood waste) generated as part of the Phase 2 South Jetty Under-pier Sediment Remediation Project must be within Canada. This requirement is stated in Clause 3.7.3 of Specification Section 02 41 16.01 (Structure Demolition), and also within the definition of Disposal Facility in Clause 1.3.20 of Specification Section 01 11 55 (General Instructions – **as revised per Addendum 001 attached**).*

Questions and Answers (C-001, B-003):

1. "As per Appendix 2 – Requirements for the Set-aside Program for Aboriginal Business – our Limited Partnership is a 51% First Nations owed business. However, our Limited Partnership does not have any employees on payroll as we do not have any active projects. Please confirm

what the Aboriginal employment requirements are for a company who does not have any employees at the time of bid submission, but expects to hire over 6 fulltime employees to perform the work. Are we still expected to maintain 33% Aboriginal employment? "

Canada's Response:

*Yes Aboriginal businesses are expected to maintain 33% Aboriginal employment, including cases in which they hire **6 or more full-time employees** over the course of the project . Also note the Partnership must be a 51% owned **and controlled** Aboriginal business to meet the requirements of the Procurement Strategy for Aboriginal Business.*

2. BLANK

3. (a) Additional clarification regarding the requirements for "dredges or other floating plant used to perform the Work on this dredging project shall be on Canadian registry and of Canadian make or manufacture". Can you clarify what this requirement will apply to? Will this apply to any excavators that are stationed on barges for material transfer? Will material transfer barges also require Canadian registry and of Canadian make or manufacture?
(b) GI06 - REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT - Please clarify what types and/or sizes of floating plant this requirement applies to? Does it just apply to the dredge and derrick barges, or also the transport & lay barges, tugs, and boats? Does it apply to all sizes of barges, boats, and floats, or is there a minimum size or displacement?

Canada's Response:

The Specification requires that all dredges and other floating equipment to be used in the work shall be of Canadian registry, make, or manufacture, or must receive certificate of qualification from Industry Canada, Marine Directorate. The Specification also stipulates that the Coasting Trade Act applies to all vessels used in the work. The Coasting Trade Act includes definitions of "coasting trade", "ship", "Canadian ship" and "foreign ship". As per GI06 and Appendix 7 of the solicitation document, for any further clarification please contact Industry Canada as per the instructions provided in the PWGSC 2843 form. The telephone number indicated will re-direct callers to 343-291-2107 (A/Director, Space and Marine Directorate). You may also contact 613-618-9148 (Deputy Director), 613-617-1860 (Senior Officer), or 343-291-2104 (Assistant). Or you may email marine@ic.gc.ca.

4. GC3.6 - Subcontracting - Item 1, "Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the work." - Given this is an Aboriginal Set-Aside project, in the event that the Prime First Nation Contractor entity is not structured to perform some of the Work can this clause be changed to allow subcontracting the whole of the work?

Canada's Response:

No.

5. GC3.6 - Subcontracting - Item 4, Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6. - Does PWGSC have a list of unacceptable subcontractors? If so, can we be provided with a copy of this list?

Canada's Response:

There is no list available.

6. SI01 - Introduction - Item 6 - Why is disposal of the marine sediments limited to facilities located in Canada? Why can't the marine sediments be disposed of at an appropriately licensed facility in the US? Can other types of wastes and demolition materials be disposed of in the US?

Canada's Response:

Disposal of ALL materials generated as part of the Phase 2 South Jetty Under-pier Sediment Remediation Project must be within Canada as specified.

7. GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS - Who is liable for loss or damage to the Contractor's Plant if it is used by Canada to complete the Work taken out to the hands of the Contractor?

Canada's Response:

The Contractor is liable.

8. 01 35 33 Health and Safety Requirements - 1.7 Health and Safety Coordinator - In our experience a Registered Occupational Hygienist is more common in the US and less common in Canada. Would a Canadian Registered Safety Professional (CRSP) be acceptable for the Contractor's Health and Safety Coordinator?

Canada's Response:

A Canadian Registered Safety Professional (CRSP) is acceptable.

9. Are barge moorage sites available within Esquimalt harbour for Contractor barges, and/or can the Contractor establish temporary barge moorages (Can Buoys) within Esquimalt harbour? If so, approximately where?

Canada's Response:

The authority having jurisdiction is the Queen's Harbour Master; bidders are directed to confirm moorage sites/restrictions with the Queen's Harbour Master. The specifications require compliance with "All laws, regulations, by-laws, orders, codes, rules, standards, guidelines, or other lawful requirements of any federal, provincial, municipal, local, or other government authority."

10. We have read through the Esquimalt Harbour conditions as included and referenced in Section 35 20 23 page #19 and wish to confirm that a trailing tug boat (i.e. 2 tug boats per barge) is required for all barge movements within the Esquimalt Harbour and particularly Constance Cove.

Canada's Response:

If further clarification is required bidders must contact the authority having jurisdiction, which is the Queen's Harbour Master. The specifications require compliance with "All laws, regulations, by-laws, orders, codes, rules, standards, guidelines, or other lawful requirements of any federal, provincial, municipal, local, or other government authority."

11. BLANK

12. Please confirm the contents for the two envelopes as some of the items are not explicitly mentioned in the ITT document.

Canada's Response:

Envelope 1 – Qualifications:

- *Invitation to Tender signed cover sheet*
- *Solicitation Amendment(s) signed cover sheet*
- *Appendix 2 – Set Aside Program for Aboriginal Business*
- *Appendix 3 – Complete List of Each Individual Who are Currently Directors and or Owners of the Bidder*
- *Appendix 4 – Voluntary Certification to Support the Use of Apprentices*
- *Appendix 6 – Qualification Form*
- *Appendix 7 – Bid and Acceptance Form Floating Plant*

Envelope 2 – Price:

- *Bid and Acceptance Form (BA)*
- *Appendix 1 – Combined Price Form*
- *Bid Security*

Questions and Answers (C-001, B-004):

1. 01 35 13.43 Special Procedures for Contaminated Sites - 3.3 Temporary Re-suspension Barrier System Implementation - .1.3 - Can the dive survey inspections be conducted using a camera equipped ROV instead of divers?

Canada's Response:

No, dive survey inspections may not be completed using a camera equipped ROV instead of divers.

2. 01 35 13.43 Special Procedures for Contaminated Sites - 3.4 Contingency Action for Management of Potential Recontamination Outside of the TRBCA - What criteria and/or change threshold will be used by the Departmental Representative to determine whether there is sufficient recontamination to warrant remedial action by the Contractor? Sampling and analysis have associated uncertainties and confidence levels. Some pre and post variability is virtually guaranteed even if no release occurs. The bidder needs some guidance to be able to quantify the risk that remedial work will be required.

Canada's Response:

Several lines of evidence will be used by the Departmental Representative to evaluate whether there is loss of contaminated sediment (i.e., recontamination) outside of the TRBCA. Testing of the surface seabed outside of and along the perimeter of the TRBCA and near any temporary openings in the TRBCA will be conducted prior to construction and after dredging and capping activities are completed within the TRBCA. Testing will include hydrographic surveys to assess bathymetry; sediment grab samples to assess chemical concentrations, and sediment stratigraphy; and dive inspections to assess visual indications of loss of contaminated sediment. Sediment samples will be located around the perimeter of the TRBCA and near any TRBCA openings. Results will be compared both point-by-point and as an average of groups of similar samples. Testing will include typical QA procedures, including field duplicates, to assess precision of test results.

Additionally, Canada will conduct inspection and environmental monitoring of the construction activities to document if significant releases of sediment have occurred, based on Contractor

means and methods for completion of the work, including releases from work activities performed within the TRBCA, and during dredge scow loading and/or transport of sediment and debris from the EGD Work Site to the Contractor Off-Site Offloading Facility.

Additional relevant information (i.e., evaluation of background conditions in the EGD Waterlot and or Esquimalt Harbour) will also be considered as part of this evaluation and inspection effort to determine if recontamination may be occurring from other potential sources such as migration of contaminated materials from outside the EGD Work Site boundary into the project area.

3. 01 35 13.43 Special Procedures for Contaminated Sites - 3.7 Protection of Fish and Wildlife - Given the marine fisheries timing window ends February 15th, 2016, this essentially becomes the substantial completion date for the project. We suggest that this constraint leaves insufficient time for the Contractor to complete the required work. We request that removal of the TRB and sheet pile wall be permitted up until the May 16th substantial completion date.

Canada's Response:

Work associated with the project may be completed outside the standard fisheries windows, provided it is completed in accordance with the Specifications and Environmental Management Plan (EMP). Canada makes revision to Clause 3.7.2 in Specification Section 01 35 13.43 – Special Project Procedures for Contaminated Sites as follows (replace clause with following):

“All work shall be performed and all steps taken to prevent interference or disturbance to fish and wildlife. The Contractor shall visually inspect the TRB system and sheet pile perimeter wall prior to removal to avoid interference or disturbance to herring spawn. The TRB system and sheet pile perimeter wall must not be removed if visible herring spawn is present. All activities must comply with the BMPs of the EMP concerning herring spawn. The Contractor shall immediately notify the Departmental Representative of any observed herring spawn.”

4. 01 35 43 ENVIRONMENTAL PROCEDURES AND SUSTAINABILITY - 1.20 Sustainable Remediation – clause 1.20.4 Energy and Air Emissions Management, clause 1.20.4.6, and sub-clauses 1.20.4.6.9, 1.20.4.6.10 and 1.20.4.6.11 - How is the Bidder to determine what is required to comply with these clauses? Who determines what is practical and what is not? Canadian equipment is not generally equipped to meet CARB standards. It's possible to retrofit and/or repower older equipment with newer technology, but the cost can be significant. If PWGSC wants cleaner engines and is willing to pay for them, then the requirements should be specific, e.g. all diesel engines over 50 horsepower have to be Tier 3 or higher. Then all bidders will have clear requirements to meet. Otherwise we suggest that these vague requirements should be deleted or otherwise clarified.

Canada's Response:

The content of Specification Section 01 35 43 (Environmental Procedures and Sustainability), Section 1.20 – Sustainable Remediation represents Canada's preferred methods for completion of construction activities as part of the project; as such, these requirements are considered voluntary and are not a mandatory requirement.

5. 01 35 43 ENVIRONMENTAL PROCEDURES AND SUSTAINABILITY - 1.20 Sustainable Remediation – 1.20.6 Material Consumption and Waste Generation and Disposal Management, clause 1.20.6.3

and sub-clauses 1.20.6.3.1-7 - What is the minimum diversion rate? Is there a specific quantity or percentage target that the Contractor has to achieve?

Canada's Response:

Within Specification Section 01 35 43 (Environmental Procedures and Sustainability), clause 1.20.6.3 is included to provide bidders additional information regarding the content of Clause 1.20.6.1. The minimum diversion is considered voluntary and is not a mandatory requirement; however, if the Contractor chooses to implement it, then a minimum diversion rate shall be established by the Contractor and described accordingly in the Environmental Protection Plan (EPP) pre-construction submittal. The content of clause 1.20.6.3 provides suggestions of materials that may be encountered/utilized during implementation of the project that could be re-used or recycled.

6. Can PWGSC provide the pile driving records for the Phase 1A work and any previous piling construction for which piling records are available?

Canada's Response:

Pile driving records for the Phase 1A work (i.e. sheet pile perimeter wall installation) will be provided. Canada notes that in Phase 2 the sheet-pile wall will be re-driven deeper than the original Phase 1A installation. Geotechnical data reports for the Phase 2 project are provided in Appendix E of the Specification.

7. (a) 02 21 13 SURVEYING AND POSITIONING CONTROL - 1. PART 1 – GENERAL - 1.1 Description - clause 1.1.3 - In our experience the majority of qualified hydrographic surveyors in BC are not members of ABCLS, nor is there any specific licensing for bathymetric surveying in B.C. We suggest that this requirement should be changed to require a qualified hydrographic surveyor with a minimum of 5 years' experience.

Are we correct in our interpretation that a professional engineer employed by the Contractor, i.e. either staff engineer or consultant, can stamp the pre and post-construction survey drawings? As licensing is not required except for land surveying as defined under the Land Surveyors Act we suggest this clause be revised to remove the licensing requirement.

(b) Please provide clarification on the requirements requested in Division 2, Section 02 21 13, Part 1.1.3 of the project specifications, regarding the licensed professionals. I am a member in good standing with the ASTTBC and registered as a 'Qualified Professional' through my association as a Registered Site Improvement Surveyor (RSIS). My association (ASTTBC) has a MOU in place with the ABCLS that supports the notion of members that carry the title RSIS having the ability to sign off and stamp specific survey drawings and documents and it is recognized and accepted by the professional survey community and the Province (see Land Surveyors Act of BC).

Canada's Response:

Canada requires that a qualified hydrographic surveyor demonstrate association/membership with a professional surveying organization as described in the solicitation document (including the Specifications). Canada provides additional clarification, in response to this question, that surveyors in good standing/membership with the Applied Science Technologists and Technicians of British Columbia (ASTTBC) and with certification/designation as a Registered Site Improvement Specialist (RSIS) may also be accepted as a qualified hydrographic surveyor as part of existing agreements between the ASTTBC and ABCLS. The Specifications will be revised accordingly. Additionally, as per the requirements of the Specifications, a professional engineer

or qualified marine surveyor that is directly employed by the Contractor (as staff) does not meet the requirement of a "Third-Party Marine Surveyor" and is not allowed to stamp the pre and post-construction Drawings.

8. The Drawings & Specifications are very prescriptive with regards to the required methodology and sequence of work. We believe there are numerous alternatives with potential to save time and cost. There does not appear to be a mechanism within the Tender to offer alternates or ask confidential/proprietary questions. How can PWGSC facilitate us offering a best value solution for this project?

Canada's Response:

The Phase 2 South Jetty Under-pier Sediment Remediation Project is not a design-build project. It is up to bidders to determine the optimum means and methods to complete the work as specified, in an economically competitive manner. There is no mechanism within the tender process to offer alternates or ask confidential / proprietary questions.

9. With regards to the DSI enclosed in the reference documents, various disposal facilities have requested further information or a breakdown identifying the areas that are considered to be PAH and non-PAH contamination. Could PWGSC please provide this breakdown?

Canada's Response:

The DSI provides all available sediment quality information that can be used for disposal characterization. As shown on the Drawings, one area of sediment is classified as Hazardous Waste based on PAH contamination levels, according to the British Columbia Hazardous Waste Regulation (BC HWR).

10. Various hydrographic survey contractors have requested the option to use single-beam type survey equipment in the under dock shallow areas, will this be an acceptable alternative to the multi-beam in the "under dock" portion only?

Canada's Response:

Alternative survey methods, such as single-beam and lead line surveying, may be proposed only for intertidal shallow areas under the remaining concrete structure, provided the Contractor can meet the data collection and evaluation requirements included in the Specifications. The Contractor shall provide and describe the proposed surveying methods and approach in the Surveying and Positioning Control Plan pre-construction submittal.

11. (a) Could you please confirm that workers such as tug boat crews who arrive and depart via the water and DO NOT come on land will be exempt from the site security clearances.
(b) In addition could you please confirm the process for providing access to the site for truck deliveries by non-cleared personnel.

Canada's Response:

- (a) *Canada confirms that workers such as tug boat crews who arrive and depart via the water (and do not come on land) will be exempt from the site security clearance requirements; however, these crew and operations need to be clearly described in the Contractor's Construction Work Plan so that EGD Facility security officers are aware of on-water crews that do not require the security clearances.*
(b) *Truck deliveries will be allowed to be completed as required with some restrictions. Actions will be monitored via security camera by EGD Facility Commissionaires, and vehicles will be*

required to complete the delivery and immediately exit the yard. If a delivery driver leaves the vicinity of his/her vehicle, this would be considered a security breach.

12. We have read the qualifications (section 2, item 5). We note further to the questions already asked that the use of a fixed (anchored) type silt curtain that has an engineered design in a tidal application is unlikely within the last 5 years in the BC Coastal Waters. We have completed various silt curtain works for containing sediment in marine (mainly lake) environments, however none of these systems have been truly “engineered”. If some consideration could be given to allow for collaborative designs, but not stamped by engineered it would allow for additional reference projects. In addition allowance of marine could include fresh water applications such as dam reservoirs, lakes, rivers etc it would be more relevant.

Canada’s Response:

The solicitation document Appendix 6 – Qualification Form - Section 2.0 (Bidder’s Team Experience), item 5 does not require the project experience to have included an engineer’s stamped design to qualify as “an engineered design for fixed or anchored silt curtains in a marine tidal environment to control suspended sediments”.

Additionally, in this section 5 it is required that the bidder identify the “Name of party that directly prepared the engineered design for silt curtains”. It is required that this be the same party the bidder identifies in Section 1.0 (Make up of Bidder’s Team) for the “Temporary Resuspension Barrier (TRB) System Third Party Design Engineer”. In order to satisfy the “Third Party” requirement, the party identified cannot be the Bidder/Prime Contractor.

13. (a) Can wooden piles under the steel and concrete dock be broken off at the excavation grade rather than completely extracted?
(b) Can the abandoned sheet pile under the steel and concrete dock be cut off at the excavated grade as well?
(c) If not, can the existing concrete deck be removed to extract the piles?

Canada’s Response:

- (a) *Clauses 1.1.1.2, 1.1.5, 1.3.10 and 1.6.1 (inter alia) of Section 02 41 16.01 (Structure Demolition) require demolition, controlled extraction, cleaning, removal and off-site disposal of timber piles under the steel piled concrete deck structure, and clauses 3.2.4, 3.2.5 and 3.2.6 stipulate acceptance requirements for extraction of these piles. The tender should be prepared in accordance with the requirements of the Specifications.*
- (b) *Clauses 1.1.5, 1.3.10 and 1.6.1 (inter alia) of Section 02 41 16.01 (Structure Demolition) require demolition, controlled extraction, cleaning, removal and off-site disposal of the collapsed steel sheet pile wall. The Specification does not allow cut off of the collapsed sheet pile wall at the excavated grade. The tender should be prepared in accordance with the requirements of the Specifications.*
- (c) *The work includes demolition (and subsequent reinstatement) of a portion of the concrete deck at the high mast light pedestal location, as described in the Specification and as indicated on the Drawings. No other portion(s) of the concrete deck structure are to be demolished during the work.*

14. Liquidated Damages/Loss of Revenue: Invitation to Tender - General Conditions 5.10 – Assessments and Damages for Late Completion – Page 56 of 117 – “...the Contractor shall pay

Canada an amount equal to...(c) the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay...". Should this clause be considered Liquidated Damages? If so, can you please provide the anticipated daily cost for delay for consideration in our tender.

Canada's Response:

Delayed work cannot be established or defined at this time as there is no Contract in place. Canada does not have an anticipated daily cost. If there is any delayed work, the determination of cost would be between the Departmental Representative of Canada and the awarded Contractor.

15. (a) Line item 7c calls for the removal of the South Jetty Fender Logs. There does not appear to be a corresponding line item for the West Jetty?
(b) Line item 9b calls for the removal of the South Jetty Fender Piles. There does not appear to be a corresponding line item for the West Jetty?
(c) Please define the difference between a floating fender and a fender log?

Canada's Response:

- (a) Per clause 1.3.66 of Section 01 11 55 (General Instructions), the global term "South Jetty," as used in the Specifications, is a general (and historical) term referring to the footprint of the existing timber deck structures and concrete deck structures within the EGD Work Site and includes both the West Jetty area (e.g., the West Timber Jetty) and South Jetty area (e.g. the South Timber Jetty) as shown on the Drawings (and as indicated on Reference Drawings and in Data Reports appended to the Specifications). Line Item 7c in the Unit Price Table covers selective site demolition of all fender logs within the EGD Work Site. In the same way, Line Items 9b and 9c cover structural demolition of all timber fender piles and corner dolphin piles, respectively. Line Items 21a and 21b cover subsequent reinstallation of designated timber fender piles and corner dolphin piles, respectively, as shown on the Drawings.
(b) See response to question above.
(c) The fender logs covered by line item 7c in the Unit Price Table are one and the same as the floating fenders shown on the Drawings (e.g. Drawings CSM1, CSM2, D1, D2 and D3).

16. We are in receipt of revised drawings (both full size and half size formats) and the original issued tender drawings. Due to discrepancies in the revision numbers on the drawings (i.e. drawing C4 indicates Rev. 0 in the bottom corner but Rev. 1 in the revision table), we request a revised section 00 01 10 Specification Index – Drawings (bound separately) – Pages 6, 7, 8 and 9 of 9 indicating the drawings to be incorporated into the tender and their respective revision number."

Canada's Response:

The revision number for the applicable Drawings is shown correctly within the Revision Box on the Drawings, and bidders should ignore the number in the bottom right-hand corner of the Drawings. A revised Specification Index will not be issued at this time.

17. Can the Contractor deviate from the jetty loading limitations under the approval of our demolition engineer?

Canada's Response:

Section 01 11 55 (General Instructions) clause 1.17.9 describes the live load limits on the existing South Jetty structures. The referenced load rating layout Sketch 2 by KM Engineering supplemented by more recent record drawings for west and south crane pad rehabilitation works (all as contained in Specification Appendix D), describe vehicle and live loading restrictions on the existing South Jetty structures. Those maximum load limits apply to the existing complete jetty structures, and shall not be exceeded. During the work, however, lower live load limits may apply on partially demolished structures. Any such lower live load limits are to be determined by the Contractor's professional engineer registered or licensed in the Province of British Columbia, in preparation of the proposed demolition method and sequencing of work, and submitted to Departmental Representative as part of the Construction Work Plan referenced in clause 1.6.1 of Section 02 41 16.01 (Structure Demolition).

18. (a) Have any of the Eastern Approach piles or footings been replaced or modified?
(b) Is the contractor to assume reference drawing "EGD South Landing Wharf Dwgs (Timber 1940, scanned)" is representative of the Eastern Approach?
(c) Are there any as-built drawings for the Auxiliary Approach?
(d) Does Line Item 9g of the Unit Price Table include the demolition costs for the Eastern Approach and Auxiliary Approach?

Canada's Response:

- (a) The timber piles and footings of the East Approach Structure are believed to be essentially unchanged since original construction in 1940, except that additional piles were installed subsequently for the Auxiliary Approachway structure (pile bents 5X to 15X on the south side of the curved East Approach Structure, per the steel-piled deck contract record drawings circa 1985).
- (b) The reference drawing set "EGD South Landing Wharf Dwgs (Timber 1940, scanned)" is to be taken as generally representative of the East Approach Structure, except where modified by subsequent construction of the Auxiliary Approachway structure (pile bents 5X to 15X on the south side of the curved East Approach Structure, per the record drawings circa 1985), and except where modified during construction of the small concrete retaining wall on the north side of the East Approach Structure (as shown on the record drawings for the steel-piled deck contract, circa 1985), and except where subsequent rehabilitation and/or repairs have been documented in the Appendices to the Specification.
- (c) There are no known record drawings for the Auxiliary Approachway (i.e. the tangential jetty structure leading more directly towards the South Jetty Access Road, pile bents 5X to 15X on the south side of the curved East Approach Structure). The extent of this Auxiliary Approachway structure can be identified by comparison of the record drawings for the steel-piled deck contract circa 1985 with the reference drawing set "EGD South Landing Wharf Dwgs (Timber 1940, scanned)". For bid purposes, the structural form and details for the Auxiliary Approachway shall be taken as being similar to the East Approach Structure.
- (d) Line item 9g in the Unit Price Table is to include the demolition costs for the East Approach Structure and the Auxiliary Approachway.

19. Section 01 35 33 Requires a full Registered Occupational Hygienist to be on site full time. Would a Certified Construction Safety Officer be acceptable.

Canada's Response:

Yes, a Certified Construction Safety Officer is acceptable.

20. BLANK

Questions and Answers (C-001, B-005):

1. Can PWGSC provide the pile driving records for the Phase 1A work and any previous piling construction for which piling records are available?

Canada's Response:

Pile driving records for the Phase 1A South Jetty Under-Pier Erosion Protection Wall (i.e. sheet pile perimeter wall installation) are provided. There are three sets of pile driving records: Segment 1, Segment 2 and Segment 3 (the location of each segment is shown on the Phase 1A record drawing S1 in Appendix D of the Phase 2 South Jetty Under-Pier Sediment Remediation Specification). No other pile driving records from previous construction projects will be provided. Canada notes that in Phase 2 the sheet-pile wall will be re-driven deeper than the original Phase 1A installation. Geotechnical data reports for the Phase 2 project are provided in Appendix E of the Specification.

2. EGD Operations and Contractor Coordination: General Instructions 01 11 55 – Section 1.1.4 – “Contractor...to coordinate its work at the EGD Work Site around use of the EGD Facility”. General Instructions 01 55 11 – Esquimalt Graving Dock Operations - Section 1.8.5 – “Contractor shall make allowance in its construction schedule for delays or interruptions due to vessel movement in the EGD Waterlot...”. Please confirm the amount of time to allow per interruption and the number of interruptions expected for the duration of the project.

Canada's Response:

Clause 1.1.4 of Section 01 11 55 - General Instructions refers to the EGD vessel booking list which will be provided to the successful bidder upon notice of Award. Clause 1.8.1 of Section 01 11 55 - General Instructions provides examples of resource information regarding vessel calls at the EGD facility. Canada will not provide the amount of time to allow for interruption due to EGD Facility operations to the Bidders as part of the tender process. Bidders shall use the resource information provided in the Specifications as a guide for anticipated coordination effort required with the EGD facility; however, the resource information provided in the Specification shall not be used as basis for Tender or as basis for any claim under the Contract.

3. Can the pipe, timber, and sheet piles underneath the steel piled concrete deck structure slated for “removal” be cut off at the final dredge elevation?

Canada's Response:

The cut-off timber piles, the high mast light foundation timber piles, and the collapsed steel sheet pile wall (underneath the steel-piled concrete deck structure) are all to be removed as described in the Specification and as indicated on the Drawings. Section 02 41 16.01 - Structure Demolition requires demolition, controlled extraction, cleaning, removal and off-site disposal of these timber piles and the collapsed steel sheet pile wall. The Specification stipulates acceptance requirements for extraction of these timber piles. The Specification does not allow cut off of the collapsed sheet pile wall at the excavated grade. The work does not include removal of any steel pipe piles under the steel-piled concrete deck structure (one open-top steel pipe pile is identified on Drawings C14 and D6 as a safety risk, but is to remain).

4. Is the removal or cut off of pile stubs encountered while dredging that are not identified on the drawings considered an obstruction and therefore paid as extra work?

Canada's Response:

The removal of pile stubs encountered while dredging that are not identified in the Tender documents are not considered an obstruction and will not be paid for as extra work. The definition of Dredge Debris, as provided in Clause 1.3.22 of Section 01 11 55 (General Instructions), will be revised to include "pile stubs" (see Addendum attached). Clause 1.2.11 of Section 35 20 23 (Dredging, Barge Dewatering and In-Water Transportation) stipulates that "All costs associated with removal, handling and disposal of Dredge Debris shall be considered incidental to the work and shall be included in the tender price for Required Dredging".

5. The perimeter sheet pile wall top, when re-driven to EL 0.0m chart datum, may not provide sufficient clearances to safely move large marine equipment back and forth over the top of the wall except in the case of extreme tides. Would lowering the top of SPW to -1.0m locally to allow additional safe clearance by marine traffic be acceptable?

Canada's Response:

Canada recognizes that marine derricks and barges are of various draft. With reference to Drawings CSM3 & CSM4, for the portion of the perimeter sheet pile wall from bay line N1 to the northwest corner of the timber crib (approx. 104 metre run length along the northwest face), Canada will not allow the sheet pile perimeter wall to be re-driven deeper than EL 0.0m chart datum as shown on the Drawings. For the remainder of the perimeter (approx. 326 metre run length along the west and south faces), Canada will allow the sheet pile wall to be re-driven down to no deeper than EL -1.0m chart datum in Contractor-selected locations, at Contractor's option to suit his means and methods. The Contractor-selected locations for this deeper re-drive shall not exceed 30% of the 326 metre remaining run length (i.e. approx. 98 metre aggregate run length) measured at any time during the work (see Addendum attached for changes to the Specifications). All other requirements in the Specification remain unchanged. There is no change to Contractor's specified responsibilities regarding the TRB system, pile-driving and pile extraction requirements, and no change to measurement and payment regardless whether the sheet pile wall is re-driven to EL 0.0m, or portion(s) re-driven to EL -1.0m chart datum.

6. We understand the risk of re-contamination on the outside of the sheet wall structure. During previous works on site it was noted that external influences on the south side of the harbour brought materials into the existing EGD WaterLot. We would expect that this material may be already contaminated and may migrate into the southern edges of the EGD WaterLot through no wrong doing by the contractor. How would we protect ourselves from this occurrence, or is there a proposed distance from the sheet pile wall that would be evaluated from re-contamination?

Canada's Response:

Several lines of evidence will be used by the Departmental Representative to evaluate whether there is loss of contaminated sediment (i.e., recontamination) outside of the TRBCA. Testing of the surface seabed outside of and along the perimeter of the TRBCA and near any temporary openings in the TRBCA will be conducted prior to construction and after dredging and capping activities are completed within the TRBCA. Testing will include hydrographic surveys to assess bathymetry; sediment grab samples to assess chemical concentrations, and sediment

stratigraphy; and dive inspections to assess visual indications of loss of contaminated sediment. Sediment samples will be located around the perimeter of the TRBCA and near any TRBCA openings. Results will be compared both point-by-point and as an average of groups of similar samples. Testing will include typical QA procedures, including field duplicates, to assess precision of test results.

Additionally, Canada will conduct inspection and environmental monitoring of the construction activities to document if significant releases of sediment have occurred, based on Contractor means and methods for completion of the work, including releases from work activities performed within the TRBCA, and during dredge scow loading and/or transport of sediment and debris from the EGD Work Site to the Contractor Off-Site Offloading Facility.

Additional relevant information (i.e., evaluation of background conditions in the EGD Waterlot and or Esquimalt Harbour) will also be considered as part of this evaluation and inspection effort to determine if recontamination may be occurring from other potential sources such as migration of contaminated materials from outside the EGD Work Site boundary into the project area.

7. BLANK

8. Per Clause 1.8.1 of Section 03 30 00 (Cast-in-Place Concrete), the requirement for a 5 cubic metre trial batch seems excessive for a project that only requires 23 m3 of concrete. Can this requirement be relaxed?

Canada's Response:

This requirement will not be changed. Canada notes that Clause 1.8.4 of Section 03 30 00 (Cast-in-Place Concrete) does allow relaxation of this requirement under the stated conditions, and it is anticipated that the Contractor may utilize this relaxation during implementation of the work.

9. Per Clause 1.8.4 of Section 03 30 00 (Cast-in-Place Concrete), what will be considered acceptable evidence of adequate performance of concrete from previous comparable mix designs with the required concrete properties and evidence of adequate long-term performance in order to ensure compliance with the Design Service Life?

Canada's Response:

Acceptable evidence would include prior test results for hardened concrete properties (from previous comparable mix designs) such as compressive strength and chloride ion penetrability requirements.

10. Per Clause 3.5.1 of Section 03 30 00 (Cast-in-Place Concrete), the requirement for two batch mixers seems overly restrictive for a project that only requires 23 m3 of concrete. Can this requirement be relaxed?

Canada's Response:

This requirement provides redundancy in case of equipment failure during concrete batching, and will not be changed.

11. Per Clause 3.5.4 of Section 03 30 00 (Cast-in-Place Concrete), given the importance of timely concrete delivery and in light of the small volume, can the contractor have the concrete

delivered by truck directly to the EGD site by road rather than bringing the trucks to the site by barge?

Canada's Response:

A revision to Clause 1.7.5.3 of Section 01 51 00 (Temporary Facilities), allowing landside delivery of ready-mix concrete, grout, hot-mix asphalt and miscellaneous items such as metal fabrications and utility hardware, is included in the Addendum.

12. Under the definition of a disposal facility described in section 01 11 55, what is the definition of a territory?

Canada's Response:

A "Territory" (or "territory") is defined as one of; Nunavut, Northwest Territories, or Yukon. A "Province" (or "province") is defined as one of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan.

13. Can any materials (dredge, or debris) go to First Nation Lands or Territory?

Canada's Response:

All disposal, treatment, management, recycling and re-use of waste and other materials must be in accordance with the Specifications. All Disposal Facilities, Treatment Facilities, Hazardous Waste Management Facilities, and Recycling/Re-Use Facilities must meet the requirements of the Specifications. Specification revisions are issued as part of the attached Addendum, that further clarify these requirements, but the requirements are not changed.

14. (a) We have engineered a turbidity curtain to work in a major river. The river was subject to rise and fall due to intermittent releases by a hydro dam. There was also significant flow to manage. Though the qualifications clearly states "marine tidal conditions" would this experience be considered relevant and acceptable for tendering purposes?

(b) Allowance of marine could include fresh water applications such as dam reservoirs, lakes, rivers etc it would be more relevant.

Canada's Response:

There will be no change to Appendix 6 Qualification Form Section 2.0 Item 5 to allow for freshwater project experience to be used. Project experience must be for directly preparing an engineered design for fixed or anchored silt curtains in a marine environment to control suspended sediments.

15. There are several references in Specification Section 01 35 13.43 (Special Procedures for Contaminated Sites) that require a third party "Professional Engineer" to be responsible for and stamp the design / shop drawings for the Temporary Re-suspension Barrier (TRB) system. Please clarify whether this third party "Professional Engineer" must be registered or licensed in the Province of British Columbia, or if registration / licensing in other jurisdictions will be acceptable (e.g. USA or international).

Canada's Response:

For the third party "Professional Engineer" requirement in Specification Section 01 35 13.43 (Special Procedures for Contaminated Sites) regarding design / shop drawings for the Temporary Re-suspension Barrier (TRB) system, registration / licensing of this third party "Professional Engineer" in other jurisdictions will be acceptable (e.g. USA or international). This does not alter

the requirement for a professional engineer registered or licensed in the Province of British Columbia wherever that requirement is indicated elsewhere in the Specification.

Questions and Answers (C-001, B-007):

1. 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 **August 31, 2015** date for the Contractor's **earliest** 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 Addendum 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. 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.

Questions and Answers (C-001, B-008):

1. BLANK
2. BLANK
3. Would diverting the creosote treated wood from disposal to reuse or recycling be acceptable?

Canada's Response:

Diverting creosote-treated wood from disposal to a re-use and/or recycling facility is acceptable provided the facility is located in Canada, is accepted for use by the Departmental Representative, and meets the requirements of the Specifications. Clause 3.7.3 of Section 02 41 16.01 (Structure Demolition) requires the Contractor to "Dispose of removed materials, including creosoted or treated timber components, to appropriate authorized disposal, recycling, or re-use facilities in Canada except where specified otherwise, in accordance with Laws and Regulations". Clause 1.6.2 of Section 02 41 16.01 (Structure Demolition) stipulates that "Within the Construction Work Plan, provide specific information (including end-use) for any materials that are to be recycled and/or re-used by others, in lieu of off-site disposal, for Departmental Representative review and acceptance". Canada provides the attached guidance document (Environment Canada, September 2004) that will be considered during Departmental Representative review of Contractor-proposed Disposal Facilities or recycling/re-use facilities for the disposal or re-use of creosote-treated wood debris.

4. Questions submitted to the Esquimalt Harbour Queen's Harbourmaster (QHM) and then subsequently to the PWGSC Contracting Authority: We are bidding on the above referenced project to be conducted in and about the South Jetty. We have the following questions about Harbour Practices and Procedures, and Harbour Dues as they apply to construction vessels for this project:

7.5 – Requirement for a trailing tug. Will two tugs be required for all barge moves within Constance Cove, or just barge moves outside of the Contractor Work Area? What procedure was followed for the Phase 1B dredging?

9-4 – Crewing. Can we assume that clearance will be granted to leave our barges unmanned at nights and on non-working days? What arrangements/procedures were followed for the Phase 1B dredging?

12-1 – Shifting on Lines. Will the Contractor be required to obtain clearance for small moves within the Contractor Work Area?

16-1 – Ship-to-Ship Transfers. Can we assume that clearance will be granted for ship-to-ship transfers of demolition, construction, and dredged materials in accordance with the contract requirements?

19. – Anchoring. Are there any other anchorages/moorages available other than A to F listed, i.e. in more protected waters suitable for barges? If so, where? We anticipate this project will require a number of barges.

Harbour Dues - Will harbour dues be levied on all construction vessels entering Esquimalt harbour for this project?

Canada's Response:

The EGD Facility follows Queen's Harbour Master (QHM) requirements/guidance/practices for all waterside activities within the EGD Waterlot. Per the requirements of the tender documents, the Contractor is also required to complete and submit Indemnification Forms and Schedule 1 Forms to gain waterborne access to the EGD Facility and EGD Work Site as per section 01 11 55, Clause 1.17.2. For work to be completed within the EGD Work Site, as defined in the Specifications, the Contractor's means and methods shall comply with Laws and Regulations and the Specifications, and shall be performed in accordance with Contractor Submittals and work plans that have been accepted by the Departmental Representative.

Activities performed for the EGD Phase 1B project were completed in accordance with Laws and Regulations, contract requirements, and QHM guidance and directions applicable at the time of implementation of that project, and also in accordance with the Departmental Representative-accepted work plans and submittals specifically prepared for that project. Requirements for the EGD Phase 2 project may be different from the requirements of the EGD Phase 1B project.

As per the answers provided to previous questions, Contractors shall direct questions regarding in-water QHM requirements/guidance/practices directly to QHM and apply these requirements to performance of the work for this project within the EGD Waterlot, EGD Facility, and EGD Work Site accordingly.

5. Specification Section 31 62 17, Clause 1.3.9 states "All costs associated with design, procurement, installation, maintenance, extraction, cleaning and removal (at completion of under-pier sediment remediation works) of any temporary piling works that Contractor chooses to undertake in connection with temporary soil support for the dredged cut at the southwest corner of the timber crib will be considered as incidental to the work of this Section of the Specification". What Item No. in the Unit Price Table should include the costs for the temporary soil support system? There are 13 separate payment items referenced in Section 31 62 17.

Canada's Response:

All costs associated with any temporary piling works that the Contractor chooses to undertake in connection with temporary soil support for the dredged cut at the southwest corner of the timber crib are to be included within Item 20c labelled "Steel Sheet Piling: Re-Drive Wall Type A (AZ26-700)" in the Unit Price Table. Canada notes that, per Clause 1.13.1 of Section 01 11 55 (General Instructions), a breakdown of the Contract unit rates and lump sum prices in detail, aggregating to the Contract price, is to be submitted to the Departmental Representative before submitting the first progress claim.

6. We would like to request that Canada introduce a new line item to the tender form for the removal and disposal of each timber pile not shown on the tender drawings and assign an estimated quantity to this line item. We do not consider this effort to be incidental, as indicated in a previous question. There has been much historical work on the subject site, including snapping off of piles at or within the mudline. We understand based on discussions with contractors with past onsite experience that there are more than 200 piles snapped off below the mudline. These existing pile stubs are not debris that can be simply picked up and relocated/removed to allow for dredging to continue uninterrupted. Marking, locating and removing these piles stubs has significant direct costs as well as schedule time and costs while the dredging operation is suspended. By adding a line item, Canada will ensure that the bidding contractors do not carry a higher than necessary contingency in their price to account for this potentially significant unknown. It would also reduce the likelihood of a potential future disagreement with the Contractor on the level of effort that was to be expected for this particular activity.

Canada's Response:

See responses to previous questions. Canada will not add a payment item to the Unit Price Table for removal of unmarked / unknown pile stubs encountered during dredging.

7. Does the Prime Contractor have to carry the Marine Liability insurance or is it acceptable that the marine subcontractor carry the Marine Liability and include the Prime Contractor and Her Majesty the Queen in Right of Canada as additional Insured?

Canada's Response:

Please see response to previous similar question.

8. Section A on Drawing C29 refers to Detail 17 (DWG C32) which shows a Type 1 Engineered Cap. On sheet C33 (Engineered Capping details – sheet 2), Detail 22 shows the layer thicknesses of a Type 1 Engineered Cap and the total cap thickness that is payable based on overplacement is 2.2m. According to Section A on Drawing C29, the thickness between the design dredge elevation and the minimum engineered cap elevation is 2.6m (= 2.9m if over-dredge allowance is included) which contradicts Detail 22 on Drawing C33. We have also found discontinuity between other cross-sections and the corresponding layer depictions on Drawing C33. Shall the contractor place the engineered capping materials based on the layer thicknesses shown on Drawing C33 or should the contractor base the layer thicknesses on the cross-sections shown on Drawings C29 and C30?

Canada's Response:

The intent of the design is to place Engineered Capping materials to the grades and elevations as shown on the Drawings. There are specific areas of the EGD Work Site where placement of Engineered Capping materials (Cap Types 1, 2 and 3) must exceed the Minimum Required

Thicknesses and Payable Over-Placement Allowances described in the Specifications and shown on the Drawings. Within these specific areas (as shown in cross sections A, B, C, N, and P on Drawings C29 and C30), the Drawings show placement of more than 2.2 meters of sand material is required to achieve the design grades and elevations. Placement of this additional required sand material will be paid for, and is included in the Engineered Capping material volumes presented in the Unit Price Table (Item 28). See specification/drawing revisions included in attached Addendum.

9. Please clarify whether the Contractor can install temporary staff washroom facilities that discharge to EGD sewers? I.E. do the requirements of this section only apply to sanitary facilities that are part of a decontamination facility or all sanitary facilities? If the Contractor has to use portable toilets for our workers, please clarify whether these portable toilets can be serviced from land or whether they need to be serviced or transported by barge?

Canada's Response:

Contractor shall not install temporary staff washroom facilities that discharge to EGD Facility sewers (or to EGD Facility storm sewers). The requirements of Section 01 35 13.43 - Special Procedures for Contaminated Sites apply to all sanitary facilities for the project. If portable toilets are used for Contractor staff, these toilets may be serviced from land.

10. Can the Contractor convey or return barge passive dewatering back into the TRBCA without treatment provided performance criteria outside the TRBCA are maintained? I.E. if our dredged material barge is outside the TRBCA, but all water is drained back into the TRBCA.

Canada's Response:

Note 2 on Table 01 35 13.43-3 indicates "There is to be no discharge without treatment outside of the TRBCA. Passive dewatering may occur within the TRBCA if water performance criteria outside the TRBCA are maintained (Table 4-4)". The Contractor may convey/return effluent water (collected on a dredged material barge located inside or outside the TRBCA) into the TRBCA provided that water quality requirements in the Specifications and the Water Quality Monitoring Plan (as part of the Environmental Management Plan) are achieved. Canada shall review Contractor approach for completion of proposed dewatering activities as part of the Construction Work Plan, which is required for acceptance prior to the start of construction activities.

11. Can the Owner make some additional laydown and storage area available to the Contractor? Suggested areas are the dock on the opposite side of the harbour (end of Wilfert Rd.) or the boat launch clearing on the point just south of this dock (Colwood side). This would be for laydown/storage of materials for re-use in the works.

Canada's Response:

Canada will not make additional laydown and storage area available to the Contractor at the EGD Facility. As described in the Specifications, it is the Contractor's responsibility to coordinate with other property owners regarding the potential for use of other areas located outside of the EGD Waterlot and EGD Facility in order to accommodate the Contractor's means and methods.

12. If the contractor is behind schedule as a result of Directed Moves, will the contractor be compensated for any measures taken to accelerate the schedule to meet PWGSC milestone

dates? Should the contractor incorporate schedule acceleration costs into the Direct Move unit price table item?

Canada's Response:

Bidders are responsible to incorporate any of their perceived risks, as they deem necessary, into their bid price. Bidders shall prepare bid price and schedule in accordance with the information provided in the solicitation documents, including the number of Directed Moves indicated in the Unit Price Table.

13. In reading the Appendix 7 Bid and Acceptance Form – Floating Plant it appears that only “floating plant” dredges need to be submitted. Further the “page 2” appears to only be required for vessels not constructed and registered in Canada. Could you please confirm which vessels require a completed Appendix 7 Form as attached, and that our understanding that page 2 only requires a signature, date and seal if vessels are Canadian registered.

Canada's Response:

As per GI06 and Appendix 7 of the solicitation document, Bidders should contact Industry Canada as per the instructions provided in the PWGSC 2843 form. The telephone number indicated will re-direct callers to 343-291-2107 (A/Director, Space and Marine Directorate). You may also contact 613-618-9148 (Deputy Director), 613-617-1860 (Senior Officer), or 343-291-2104 (Assistant). Or you may email marine@ic.gc.ca.

14. For the under dock photos on Drawings C14-C16 could you please provide a legend on a plan view drawing showing the location and direction of each photo? It is difficult to confirm in many cases exactly what the photo is depicting.

Canada's Response:

The photographs shown on Drawings C10-C14 are intended to be illustrative and informative of site conditions under the existing jetty structures. Canada notes that all the photographs shown on Drawings C10-C14 were taken before the sheet pile perimeter wall was installed. Each photograph has been labelled to help the reader. No legend or additional information on the location or direction of each photograph will be provided.

15. We are bidding as a Joint Venture and named in 1.0 “Bidder’s Team” as Prime Contractor. To meet the requirement of each member of the team also being in 2.0 “Bidder’s Team Experience” would it be acceptable that only one partner in the JV is mentioned in 2.0 “Bidder’s Team Experience” or must all partners in the JV be also mentioned in “Bidder’s Team Experience”?

Canada's Response:

It is not a mandatory requirement that the party identified in Section 1.0 as the Bidder-Prime Contractor be identified in Section 2.0 as meeting experience/qualification requirements. However, if not identified in Section 2.0, then it is required that at least one of the parties that are part of the Joint Venture or other legal entity that constitutes the Bidder-Prime Contractor must be identified in Section 2.0 as having met at least one of the experience/qualification requirements. It must be identified in Section 1.0 that this party (or parties) is part of the Joint Venture or other legal entity that constitutes the Bidder-Prime Contractor.

If the Bidder-Prime Contractor is a joint venture or partnership it is required that the key members/partners are identified in Section 1.0.

16. The Qualification Form asks for work experience between January 1, 2010 and June 1, 2015. If the work experience required was conducted within that time period, but the overall project start or completion is outside of the time range, will the example be accepted or disqualified?

Canada's Response:

In cases where the overall project commenced or was completed outside of the specified dates, Canada will accept work experience completed between January 1, 2010 and June 1, 2015 provided that; start and completion dates for the work are stated and are within the specified dates, work completed meets the requirements of the Qualification Form, and provided Contractor references can attest that the work was completed within this timeframe. Canada expects Contractor references will be prepared to verify that the required work described in the Qualification Form was completed between January 1, 2010 and June 1, 2015 when references are contacted by Canada during the tender review period.

The start and completion dates the bidder provides for work experience in the Qualification Form must be between January 1, 2010 and June 1, 2015. IF THE DATES PROVIDED BY THE BIDDER ARE OUTSIDE OF THIS RANGE, THE BIDDER MAY BE DISQUALIFIED.

Questions and Answers (C-001, B-009):

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:

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 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 per any Amendments/Addendums) 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 **at any time** 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.*

If an alternate facility is required at any time during execution of the Contract, facilities identified in the Qualification Form as part of the bid submission must be available for use and shall be proposed as an alternate. If no alternate facilities were proposed at the time of bid submission, the Bidder-Prime Contractor shall propose a facility that meets the same requirements, and all

information and submittals as per the Qualification Form shall be submitted. Acceptance of any such facilities not identified at the time of bid submission will be entirely at Canada's discretion. Any proposed change in facilities is subject to acceptance by the Departmental Representative, and shall be documented accordingly by the Bidder-Prime Contractor in the Construction Work Plan. Note that public notifications may be required as per the Specifications, Section 01 11 55, clause 1.5

Bidders are referred to the following solicitation document sections (others may apply) that apply to the answer above:

Specification Section 01 11 55, Clause 1.3.20; Section 01 11 55, Clause 1.3.37; Section 01 11 55, Clause 1.3.74; Section 35 20 23.01, Clause 1.1.3 and 1.1.4.1; and Section 35 20.23.01, Clause 1.10.3.2.

Invitation to Tender Special Instructions to Bidders (SI01), Clauses 7 and 8

Specification Section 01 11 55, Clause 1.1.7; Section 02 41 13, Clause 3.4.1; Section 02 41 16.01, Clause 3.3.1; Section 31 62 17, Clause 3.12.1; Section 35 20 23, Clause 1.1.15; Section 35 20 23.01, Clause 1.1.8; Section 35 20 23.01, Clause 1.10.3.4; Section 35 20 23.01, Clause 1.10.7, and Section 35 20 23.01, Clause 1.12.1

Specification Section 35 20 23.01, Clause 1.10.4

Specification Section 01 11 55, Clause 1.9.2

Specification Section 01 11 55, Clause 1.24.4

Specification Section 35 20 23.01, Clause 1.10.4

General Conditions Section 6.5, Item 3.

Questions and Answers (C-002):

1. BLANK

Questions and Answers (C-004):

1. BLANK

Questions and Answers (C-005):

1. Is it possible to get Unit Price Table in Excel format?

Canada's Response:

No. Additionally, if bidders choose to transfer the form to another medium or software program, the format and content of the Unit Price Table provided in the Invitation to Tender (ITT) must not be changed. Any errors or omissions that are generated due to reformatting of the Unit Price Table could result in a bid being non-compliant.

2. (a) What is the timeframe for verification of experience/reference information?
(b) Would it be reasonable for bidders to assume a 30-day period for reference checks following close of tender?

Canada's Response:

Verification of experience/reference information will commence immediately after Tender Closing. The duration of this verification period will depend on the number of bids received, the number of projects used by each bidder to demonstrate experience in the Qualification Form, and the timeliness of responses from references.

Bidders should ensure that individuals identified as references are aware they have been identified, and bidders should also ensure the individuals are prepared to verify the information (for the item the individual is a reference for) as provided by the bidder in the Qualification Form.

Bidders should note that as per BA04 in the Invitation to Tender, the bid validity period is sixty (60) days following the date of solicitation closing. As per SI12 in the Invitation to Tender, Canada also reserves the right to seek an extension to the bid validity period if required.

3. Can we provide additional references in the Qualification Form as backup in the event our main contact cannot be reached? What is the process to deal with references whom are not responsive? Will PWGSC contact the bidder to allow them to provide an additional reference, or will the bid automatically be considered non-compliant?

Canada's Response:

Additional references can be provided in the Qualification Form as backup in the event that the main contact cannot be reached. If the reference(s) provided are non-responsive, Canada may choose, solely at its own discretion, to contact the bidder and verify the reference information.

4. Will the filled out Qualification Form be shared as part of the Q&A process?

Canada's Response:

A SAMPLE completed Qualification Form is attached. This sample form is provided to illustrate how the tables may appear when filled out for a fictional bidder team. Bidders should not rely on this sample when completing the Qualification form. Canada assumes no responsibility should Bidders follow the sample in part or in whole. Bidders are responsible for following the instructions provided in the Solicitation documents and the qualification form, as applied to the bidder's own unique team structure and experience. The bidder's structure and proposed team may be entirely different than the fictional companies, projects, references and other information used for the SAMPLE. Relying on the SAMPLE as a guide to filling out the Qualification Form could lead to a non-responsive bid.

5. What if you have two Disposal Facility locations; how to you fill out the form for Section 2.14?

Canada's Response:

If multiple Disposal Facilities are proposed as part of the tender, a copy of the table provided in Section 2.14 must be filled out for EACH Disposal Facility. Each Disposal Facility proposed must meet the experience requirements identified in Section 2.14.

Similarly, if multiple Hazardous Waste Management Facilities are proposed, a copy of the table provided in Section 2.15 must be filled out for EACH Hazardous Waste Management Facility. Each Hazardous Waste Management Facility proposed must meet the experience requirements identified in Section 2.15.

6. Where is the Bidder's Team mentioned?

Canada's Response:

The Bidder's Team is identified in Section 1 of the Appendix 6 Qualification Form, in the Primary Services table just below the identification of the Bidder-Prime Contractor (the Bidder-Prime Contractor is also part of the Bidder's Team). Parties identified in the Additional Services table, and that are being used to meet experience/qualification requirement in Section 2, are also considered to be part of the Bidder's Team.

7. Does Disposal Facility identification address contaminated sediments?

Canada's Response:

Yes, the Disposal Facilities identified in Section 1, Section 2 and Section 5 of the Qualification Form are intended to be facilities that will accept contaminated sediments or other contaminated materials generated as part of the project. The Qualification Form does not require identification of facilities that will be used to accept non-contaminated material.

8. It is indicated in the Qualification Form that if the Bidder-Prime Contractor is not identified in Section 2.0 as meeting an experience/qualification requirement, then it is required that at least one of the parties that are part of the Joint Venture or other legal entity that constitutes the Bidder-Prime Contractor must be identified in Section 2.0 as having met at least one of the experience/qualification requirements.

(a) Can a subcontractor that is listed as part of the Bidder's Team be identified in Section 2 as meeting the experience requirement for the Bidder-Prime Contractor?

Canada's Response:

(a) A subcontractor that is not part of the Joint Venture or other legal entity that constitutes the Bidder-Prime Contractor cannot be used to meet experience/qualification requirements for the Bidder-Prime Contractor.

For the purposes of meeting the requirements of the Qualification Form, in order for a party to be considered "part of" the legal entity that constitutes the Bidder-Prime Contractor, the party must have some ownership, control or participation in the legal entity that constitutes the Bidder-Prime Contractor. Evidence of ownership, control or participation may include incorporation documents, shareholders' or members' register; partnership agreements (i.e., signed agreement letters); joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

9. Wouldn't you need to list Additional Services firms in Section 2 of the Qualification Form in order to be compliant?

Canada's Response:

No, it is not necessary for any parties identified as providing additional services in the Additional Services table to meet experience/qualification requirements in Section 2.0. Bidders may choose to leave the Additional Services table blank. If the Bidder chooses to use any parties from the Additional Services table to meet experience/qualification requirements identified in Section 2.0 of the Qualification Form, these parties are considered to be part of the Bidder's Team, and therefore MUST be the resource that is utilized to complete that specific work during implementation of the contract.

10. Do you need to prove competency for all members of the Bidder's Team listed in Section 1 of the Qualification Form?

Canada's Response:

All members of the Bidder's Team listed in the Primary Services table in Section 1 of the Qualification Form must be listed at least once in Section 2 as meeting experience/qualifications criteria. See previous questions and answers for requirements for the Bidder-Prime Contractor to meet experience/qualifications requirements.

11. Should every entity listed in Section 2 of the Qualification Form also be listed in Section 1?

Canada's Response:

Yes.

12. Can parties identified in the Additional Services table in Section 1 of the Qualification Form be identified in Section 2 as meeting experience/qualification requirements, where the requirements stated (in Section 2) do not appear to the bidder as applying to the Bidder's Team identified in the Primary Services table?

Canada's Response:

Yes; however any parties in the Additional Services table that are identified to meet an experience/qualification requirement in the Qualification Form are considered to be part of the Bidder's Team, and therefore must be the resource that is utilized to complete that specific work during implementation the contract. In general, it should not be necessary to use the Additional Services table, as the Primary Services identified in Section 1 are intended to cover all the types of work experience/qualifications identified in Section 2.0.

13. What is the intent of voluntary Additional Services table in the Qualification Form?

Canada's Response:

The intent of the Additional Services table is to provide flexibility for bidders in how they choose to demonstrate that they meet the experience/qualification requirements in Section 2 of the Qualification Form, in cases where the bidder's team is set up in a way that was not anticipated by Canada.

14. How are the responses evaluated as being pass or fail?

Canada's Response:

The pass/fail evaluation is based on the Bidders submission of the Qualification Form being filled in completely as per the instructions provided, an evaluation that the information provided meets the requirements, and verification by the references that the information provided is correct and accurate. Canada may undertake other verification of the accuracy of the information provided as it deems necessary.

15. Why isn't land transport listed as a primary service in Section 2?

Canada's Response:

Canada did not identify land transport as a primary service requiring demonstration of experience, as it is considered a common construction service.

16. If dredging activities associated with a referenced project in the Qualification Form is still ongoing (continuing today), how do you want to see the end date provided in the Qualification Form? If work for other experience is still ongoing, can it be used?

Canada's Response:

Intent of the Qualification Form is that the dredging (or other work) activities would have been completed within the specified 5-year period, as the overall success or performance can often not be determined until work is complete. In the case of an ongoing project, if there is a defined area or portion of the work that was completed within the 5-year period, the end date for the completion of that portion of the work can be stated on the Qualification Form. The reference provided must be able to verify the information.

The start and completion dates the bidder provides for work experience in the Qualification Form must be between January 1, 2010 and June 1, 2015. IF THE DATES PROVIDED BY THE BIDDER ARE OUTSIDE OF THIS RANGE, THE BIDDER MAY BE DISQUALIFIED.

17. Is it required that the date format being requested in the Qualification Form be exactly followed? Is it possible to only specify the month and the year?

Canada's Response:

It is preferred that the date format in the Qualification Form be followed. However, in cases where the exact start and end dates may not clearly be defined, or where the bidder anticipates that a reference contact may have difficulty verifying the exact dates, specifying only the month and the year is allowed. HOWEVER, bidders MUST clearly demonstrate that the work was conducted within the 5-year period from Jan. 1, 2010 to Jun. 1, 2015. A date range identified as January, 2010 to June, 2015 would be unclear and may be considered non-compliant. In addition, for the dredging experience (Item 2.1 on the Qualification Form), bidders MUST clearly demonstrate that the dredging activities were completed within a single consecutive 12 month period.

18. Can the experience/qualification requirement in Section 2.3 of the Qualification Form be met by a subcontractor (i.e., not mandatory team member)?

Canada's Response:

Parties identified in Section 2.0 of the Qualification Form as meeting experience/qualifications must also be identified in Section 1.0 as being part of the Bidder's Team either in the Primary Services table or the Additional Services table (Bidder's Team also includes the Bidder-Prime Contractor). Any party that is used to meet an experience/qualification requirement in Section 2.0 must be the resource used to complete that work under the contract.

19. If a manufacturer of silt curtain systems has engineers that will sign/seal the product drawings, can they be the 3rd party design engineer for TRB system?

Canada's Response:

Yes, provided they meet the experience requirement specified in Section 2.5 of the Qualification Form, and all other requirements stated in the Specifications.

20. What if your dredging contractor and TRB contractor both have experience to qualify in Section 2.6 of the Qualification Form?

Canada's Response:

The experience requirement in Item 2.6 of the Qualification Form is for “Dredging or marine construction” that required the use of silt curtains for water quality compliance. The intent of this experience item is to demonstrate that one of the parties that will be directly carrying out dredging or marine construction during the contract has experience doing this work when silt curtains are required.

21. Can the same projects be used in multiple criteria responses in Section 2 of the Qualification Form?

Canada’s Response:

Yes, this is acceptable provided the identified references can verify that all of the different types of work were completed as part of the referenced project.

22. Thought if you had surveyor who had ASCT and RSIS certifications, then you wouldn’t need to also provide a professional engineer as 3rd Party Marine Surveyor?

Canada’s Response:

Correct, the Bidder only needs to identify one of either a licensed member of the ABCLS in good standing, an ASCT and RSIS certified surveyor in good standing or a P.Eng .

23. If you want to cite backup Disposal Facilities, does the Bidder need to duplicate Section 2.14 in the Qualification Form?

Canada’s Response:

Yes, that is correct. The same process is also required for Hazardous Waste Management Facilities in 2.15. The tables provided in Section 2.14 (for Disposal Facilities) and Section 2.15 (for Hazardous Waste Management Facilities) of the Qualification Form will need to be duplicated for each additional Facility identified in Section 1.0. Each Disposal Facility and Hazardous Waste Management Facility identified in the Qualification Form must meet the associated experience/quantity requirements described in Sections 2.14 and 2.15.

24. If you list more than one Disposal Facility, does each have to be used?

Canada’s Response:

No, one Disposal Facility can be used for the project and the others can be considered as alternates. However, ALL the facilities proposed must meet the qualification requirements.

25. What if same Disposal Company has multiple locations where material will pass through prior to final disposal? Do all locations need to be provided in the table?

Canada’s Response:

If the identified Disposal Facility (or Hazardous Waste Management Facility or Treatment Facility) has multiple locations where material will pass through prior to final disposal but operates as one company, facility, or undertaking under the same permit(s) or authorization(s), then only the one company/facility/undertaking name and corresponding information is required for submittal on the Qualification Form. However, if the different locations operate under separate permits, licenses, or other forms of authorization, then the different locations must be identified and the permits, licenses, or other forms of authorization associated with the operation of each of the different locations must be provided.

26. For the Hazardous Waste Management Facility, are you looking for location of final disposal, not location where treatment/processing may occur?

Canada's Response:

Canada is looking for identification of the location for final disposal of the material at a Hazardous Waste Management Facility. If a separate location is used for treatment/processing of Hazardous Waste prior to final disposal, then that location would be considered a Treatment Facility (as defined in the Specifications) and required information for the Treatment Facility must be provided. If material is then to be transported from a Treatment Facility to either a Hazardous Waste Management Facility or a Disposal Facility following completion of treatment activities, then the required information for a Hazardous Waste Management Facility or a Disposal Facility must also be provided.

If the Bidder-Prime Contractor plans to treat Hazardous Waste at an authorized Treatment Facility so that the treated material is no longer considered Hazardous Waste, a Facility meeting the requirements of a Disposal Facility may be proposed as the Hazardous Waste Management Facility. In such a case the intent to treat the Hazardous Waste at an authorized Treatment Facility prior to disposal should be documented in the letter provided by the Hazardous Waste Management Facility proposed, as required in Section 5.0 of the Qualification Form.

27. If more than one company is identified as providing a service, does the work actually have to be done by all of the companies?

Canada's Response:

(a) In Section 1 of the Qualification Form, if multiple companies are identified as providing a particular service, each company must meet experience/qualification requirements, and they must each be "available" for use on the project. At least one of the companies identified must be the resource used to carry out that work under the Contract. The Bidder-Prime Contractor must then identify in the Construction Work Plan which of the companies are planned to be used to implement the project. If a change must be made at any point during implementation of the project, then the companies identified in the Qualifications Form must be available for use as an alternate resource and the change must be documented accordingly in the Construction Work Plan. Any changes are subject to acceptance by the Departmental Representative.

(b) In Section 4.0 of the Qualification Form, if multiple Site Supervisors are identified as providing the necessary experience/qualification for a particular experience/qualification item, each Site Supervisor listed must be "available" to work on the project. At least one of the Site Supervisors for that item must be assigned to supervise that work under the Contract. The Bidder-Prime Contractor must identify in the Construction Work Plan which of the Site Supervisors are planned to be used. If a change must be made at any point during implementation of the project, the Site Supervisors identified in the Qualification Form must be available as an alternate and the change must be documented in the Construction Work Plan. All changes are subject to acceptance by the Departmental Representative.

(c) In Section 5 of the Qualification Form, if multiple facilities of any kind are proposed, all of the facilities proposed must be "available" for use on the project. The Bidder-Prime Contractor must then identify in the Construction Work Plan which of the facilities are planned to be used. If a change must be made at any point during implementation of the project, the facilities identified

in the Qualifications Form must be available as an alternate and the change must be documented in the Construction Work Plan. All changes are subject to acceptance by the Departmental Representative.

If an alternate resource, or an additional resource of any kind is required at any time during execution of the Contract, resources identified in the Qualification Form as part of the bid submission must be available for use and shall be proposed as the alternate or additional resource. If no alternates were proposed at the time of bid submission, the Bidder-Prime Contractor shall propose a resource that meets the same requirements, and all information and submittals as per the Qualification Form shall be submitted. Acceptance of any such resources not identified at the time of bid submission will be entirely at Canada's discretion. Any proposed change in resources used is subject to acceptance by the Departmental Representative, and must be documented accordingly by the Bidder-Prime Contractor in the Construction Work Plan. Note that public notifications may be required as per the Specifications, Section 01 11 55, clause 1.5

28. Does the Superintendent need to be someone external to the Bidder's Team?

Canada's Response:

No. For the purposes of the contract, the Superintendent proposed will be part of the Bidder's Team. There is no requirement for the Superintendent to be an employee of one of the companies in the Bidder's Team at the time of bid submission; however in order to fulfill the responsibilities of the Superintendent, should the contract be awarded, the Bidder-Prime Contractor will need to make whatever arrangements are necessary for the Superintendent to have the authority required to carry out that role as per GC 2.6 in the Invitation to Tender.

29. Is it written in stone that Site Superintendent may not be the Site Supervisor?

Canada's Response:

The Superintendent cannot also be listed as a Site Supervisor in the Qualification Form. It is necessary to identify Site Supervisor(s) who meet the experience requirements provided in the Qualification Form.

30. Can you provide a definition of "Site Supervisor"?

Canada's Response:

A definition of Site Supervisor is not required to prepare and submit a responsive bid for the project. As stated in the Qualification Form and in responses to questions in Amendment 005, the Supervisor(s) must be separate individual(s) than the Superintendent, directly supervise work on the site (or a portion of the work on the site), and must meet the experience criteria as provided in the Qualification Form.

31. Can the quantity requirement for Sections 2.10 and 4.8 in the Qualification Form be met with multiple projects?

Canada's Response:

No. Multiple projects can be listed to demonstrate experience for the different activities described in these sections of the Qualification Form, but EACH project listed must meet the 20,000 cubic metres volume requirement.

32. Does the 12 month requirement apply to Section 4.8 criteria in the Qualification Form?

Canada's Response:

No, the timeline requirement does not apply to Section 4.8 of the Qualification Form. The twelve-month timeline requirement only applies to criteria identified in Section 2.1.

33. In the Qualification Form, what is meant by "authorized facility" in Sections 2.2, 2.10, 2.11, 3.5, 4.3, and 4.8?

Canada's Response:

In Sections 2.2, 2.10, 2.11, 3.5, 4.3, and 4.8 of the Qualification Form ONLY, the term "authorized facility" means a facility holding a valid permit, license, certificate, approval, or other form of authorization issued by a government authority having jurisdiction.

34. For Qualification Form Sections 2.10 and 4.8, if work on a project starts and stops within the allowable timeframe (5-year period), but the overall quantity requirement is met for that experience item, will this be acceptable?

Canada's Response:

For Sections 2.10 and 4.8, it is acceptable for the work to have stopped and started over the course of the project, as long as the interruptions were due to project requirements (and not due to contractor performance issues), the quantity requirement was met for that project, and the work was carried out within the specified 5-year period.

35. Is it intended that the Facilities to be identified in Section 5.0 of the Qualification Form are Facilities that will be handling contaminated sediments? Is it necessary to identify facilities that will be handling uncontaminated materials or recyclable materials?

Canada's Response:

The Facilities that are required to be identified in Section 5.0 of the Qualification Form (as well as Sections 1.0 and 2.0) are the Facilities as defined in the Specifications (including any Amendments or Addendums): Disposal Facilities, Hazardous Waste Management Facilities, and Treatment Facilities. Other facilities that will be handling uncontaminated materials (i.e., clean materials and/or recycle/re-use materials) do not need to be identified in the Qualification Form. However, it will be necessary to identify all facilities to be used for the project in the Construction Work Plan, after contract award and prior to start of construction activities.

36. How would a bidding contractor know if the proposed facilities meet the requirements of the Qualification Form and definitions in the Technical Specifications?

Canada's Response:

The qualification requirements for proposed facilities are identified in Section 5.0 of the Qualification Form. As part of their due diligence, Bidders should verify that the proposed facilities meet all requirements, and that the facilities can provide the necessary services to the Bidder-Prime Contractor prior to the Contract completion date. It is suggested that Bidders confirm directly with the facilities, and also with the Province or Territory.

As part of the Qualification Form review, Canada will undertake its own due diligence review to verify that the proposed Facilities meet the requirements. Bids that include facilities which do not meet the requirements will be deemed to be non-responsive.

37. Does the requirement for valid and subsisting permit, license, certificate, approval or other form of authorization apply to recycling facilities or other uncontaminated material facilities?

Canada's Response:

No, intent is that this requirement applies to all Disposal Facilities, Hazardous Waste Management Facilities, and Treatment Facilities (as applicable) that are proposed for the project. However, all facilities used under the contract must be located in Canada and must comply with Laws and Regulations in carrying out the work under the Contract.

38. Concern that an unintended requirement may be included in the documents that require uncontaminated material disposal facilities to meet the requirements of Disposal Facilities, Hazardous Waste Management Facilities, and Treatment Facilities (as applicable) as these Facilities are defined in the Specifications.

Canada's Response:

The Contract does not require that facilities designated to accept uncontaminated materials meet the requirements of the Disposal Facilities, Hazardous Waste Management Facilities, and Treatment Facilities (as applicable) as these Facilities are defined in the Specifications. However, all facilities used under the contract must be located in Canada and must comply with Laws and Regulations in carrying out the work under the Contract.

39. Is the Floating Plant Form required if we have flagged Canadian Vessels?

Canada's Response:

Contact Industry Canada to verify those requirements. Email and phone contact information is provided in previous answers above.

ATTACHMENT LIST – items may be uploaded separately to www.buyandsell.gc.ca website:

- a) ADDENDUM 001
- b) Rev. 0 Drawings PDF file, full-size A3
- c) Phase 1A Pile Driving Records
- d) Environment Canada, Wood Preservation Strategic Options Process' Guideline Development Working Group, Version 1 – September 2004. Industrial Treated Wood Users Guidance Document.

All other terms and conditions remain unchanged.

ADDENDUM 001

This Addendum 001 is issued to provide notice of the following:

Changes to the Specifications and Drawings (C-001, B-001):

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Changes to the Specifications and Drawings (C-001, B-002):

- 1) Within Section 00 01 10 (Specification Index) re-label the revision number for Drawings C1, C4, C5, C6, C7, C8, C10, C21, C28 and S128 from "Rev.0" to "Rev.1", and add new Drawing S131 (Rev.0).
- 2) Revisions to Drawings described in Item 1 above are provided on the attached Rev.1 Drawings in full size (A1) and half size (A3) formats.
- 3) A full size (A1) set of the Drawings issued for tender is attached.
- 4) Within Section 01 11 55 (General Instructions) replace clause 1.16.2 with: *"A Building Permit will be required for this project. The Contractor shall obtain and pay for the Building Permit prior to the start of construction. The tender cost basis for the Building Permit is included as the Tender item identified as BUILDING PERMIT COST ALLOWANCE in the Unit Price Table. Notwithstanding this cost allowance, the Contractor will be compensated for the actual cost of the Building Permit (as evidenced by official receipt from Township of Esquimalt), and a contract adjustment will be made at that time to reflect the actual cost. In order to expedite the Building Permit process, PWGSC's consultant will file the construction plans with Township of Esquimalt prior to Contract award. The EGD Director will sign approval as to siting and use (for projects on federal lands) on the building permit application form."*
- 5) Within Section 01 33 00 (Submittal Procedures) at Table 1 labelled Pre-Construction Submittals, at the Pile Submittals line item on page 4, change the submittal description from *"Pile Submittals"* to *"Pile Submittals (including submittals for navigation lights and bird deterrent spikes)"*.
- 6) Within Section 01 35 13.43 (Special Procedures for Contaminated Sites) replace second sentence of Clause 1.26.2.3, with *"Provide written confirmation by the Contractor's third party engineer (stamped by a Professional Engineer) that the TRB system does not cause lateral live loading on the re-driven sheet pile perimeter wall."*
- 7) Within Section 01 51 00 (Temporary Facilities) replace clause 1.7.5.2 with: *"All export of dredged sediment, site demolition debris, structural debris and other debris shall be performed by barge."*
- 8) Within Section 01 51 00 (Temporary Facilities) replace clause 1.7.5.3 with: *"All import of fill materials, including Engineered Capping materials, shall be performed by barge. Ready-mix*

concrete, grout, hot-mix asphalt and miscellaneous items such as metal fabrications and utility hardware are not required to be imported by barge."

- 9) Within Section 01 51 00 (Temporary Facilities) replace clause 1.12.1 with: *"Water supply is available at the EGD Facility and may be used for construction purposes at no cost to the Contractor. The EGD Facility water supply is not potable."*
- 10) Within Section 02 41 16.01 (Structure Demolition) re-number clause 1.3.11 as 1.3.12, and re-number subsequent clauses accordingly. Insert new clause 1.3.11 as follows: *"Demolition, controlled extraction, cleaning, and off-site disposal of existing timber support piles at the high mast light foundation (located underneath the steel-piled concrete deck structure), as shown on the Drawings and as found in the field, will not be measured individually. Demolition, controlled extraction, cleaning, and off-site disposal of these timber piles will be paid for at the Lump Sum price tendered for STRUCTURE DEMOLITION: TIMBER PILES AT HIGH MAST LIGHT FOUNDATION. Payment shall be full compensation for demolition, controlled extraction, cleaning, transportation, and disposal off-site of these items to an accepted disposal facility, including any environmental fees / levies and all work incidental thereto."*
- 11) Within Section 02 41 16.01 (Structure Demolition) replace clause 1.3.13 (now re-numbered as clause 1.3.14 per this Addendum) with: *"Demolition of existing unreinforced and reinforced concrete structures, as described in this Section, and regardless of the method of demolition, will be paid for at the unit prices tendered for STRUCTURE DEMOLITION: WEST JETTY CONCRETE CRANE PAD, STRUCTURE DEMOLITION: SOUTH JETTY CONCRETE CRANE PAD, STRUCTURE DEMOLITION: SOUTH JETTY DECK SLAB (at High Mast Light) and STRUCTURE DEMOLITION: HIGH MAST LIGHT FOUNDATION, respectively. Payment shall include all costs in connection with demolition, controlled breakup, sorting, transport, and disposal of the concrete structures, as specified and as shown on the Drawings."*
- 12) Within Section 05 50 00 (Metal Fabrications) insert new clause 1.2.9 as follows: *"Section 31 62 19 (Timber Piling)"*.
- 13) Within Section 05 50 00 (Metal Fabrications) re-number clause 1.3.3 as 1.3.4, re-number clause 1.3.4 as 1.3.5, and insert new clause 1.3.3 as follows: *"Access ladders and support framing at the navigation marker dolphins will not be measured individually. These access ladders and their support framing will be paid for at the Lump Sum price tendered for METAL FABRICATIONS: ACCESS LADDERS AND SUPPORT FRAMING AT NAVIGATION DOLPHINS. Payment shall be full compensation for supply and installation of these steel access ladders and their support framing."*
- 14) Within Section 31 62 19 (Timber Piling) replace clause 1.1.1 with: *"This Section covers the re-installation of existing timber fender piles (to protect concrete structures) and corner dolphin piles (as navigation markers) as shown on the Drawings, including the supply and installation of navigation lights and bird deterrent spikes. Re-use of selected salvaged timber piles as indicated on the Drawings is a Project requirement. It is not anticipated that any new timber piles or timber components will be required for the work."*

- 15) Within Section 31 62 19 (Timber Piling) insert new clause 1.1.4 as follows: *"For steel access ladders and their support framing at navigation marker dolphins, refer to Section 05 50 00 (Metal Fabrications)."*
- 16) Within Section 31 62 19 (Timber Piling) re-number clause 1.2.8 as 1.2.9, and re-number subsequent clauses accordingly. Insert new clause 1.2.8 as follows: *"Section 05 50 00 (Metal Fabrications)".*
- 17) Within Section 31 62 19 (Timber Piling) add the following to the last sentence of clause 1.3.1: *", except for work in connection with steel access ladders and their support framing (at navigation marker dolphins), and except for work in connection with navigation lights (at corner dolphins and at navigation marker dolphins)."*
- 18) Within Section 31 62 19 (Timber Piling) re-number clauses 1.3.2 as 1.3.3, 1.3.3 as 1.3.5, 1.3.4 as 1.3.7 and 1.3.5 as 1.3.8 to suit the insertion of the following new clauses.
 - a) Insert new clause 1.3.2 as follows: *"Navigation lights (at corner dolphins and at navigation marker dolphins) will not be measured individually. Payment for navigation lights will be made at the Lump Sum price tendered for TIMBER PILING: NAVIGATION LIGHTS. Payment shall be full compensation for all work in connection with supply and installation of navigation lights as described in this Section and on the Drawings, and for supply of two (2) spare navigation lights."*
 - b) Insert new clause 1.3.4 as follows: *"Steel access ladders and their support framing at navigation marker dolphins will be measured to Section 05 50 00 (Metal Fabrications), and payment shall include all costs in connection with these steel access ladders and their support framing as specified in that Section."*
 - c) Insert new clause 1.3.6 as follows: *"Bird deterrent spikes are considered as incidental to the re-installation of timber piles at all dolphins that include navigation lights."*
- 19) Within Section 31 62 19 (Timber Piling) insert new clause 1.4.1.4 as follows: *"CAN/CSA 22.1, Canadian Electrical Code, Part 1 (Current Edition), Safety Standard for Electrical Installations."*
- 20) Within Section 31 62 19 (Timber Piling) insert new clause 1.4.4 as follows: *"Canadian Coast Guard: The Canadian Aids to Navigation System (TP968)."*
- 21) Within Section 31 62 19 (Timber Piling) insert new clause 1.6.3 as follows: *"Submit to Departmental Representative a minimum of twenty-eight (28) days prior to delivery the manufacturer's product details and operational characteristics for the proposed navigation lights and product details for the bird deterrent spikes." This submittal and Specification Section will also be referenced in Section 01 33 00 (Submittal Procedures), Table 1.*
- 22) Within Section 31 62 19 (Timber Piling) insert new clause 2.4 labelled *"Navigation Piles"*. Insert new clause 2.4.1 as follows: *"Each navigation light shall be a solar-powered marine lantern with yellow flashing light of flashing character F14s (F10.5s Ec3.5s), and with a minimum visual range of 3.0 nautical miles with yellow light installed (intentionally set higher than Canadian Coast Guard's minimum requirement of 2.0 nautical miles to ensure performance). The F14s (F10.5s Ec3.5s) flashing character coding signifies that the total duration of light in a period is shorter*

than the total duration of darkness and is regularly repeated at a rate of 15 flashes per minute (1 flash every 4 seconds, 0.5 sec. flash; 3.5 sec. eclipse). The lights shall comply with the Canadian Aids to Navigation System (TP968), published by Canadian Coast Guard. The lights shall have vertically mounted solar panels (to minimize dust/dirt accumulation). The lights shall either have internal circuit protection to ensure they meet CAN/CSA 22.1 section 16-200 for Class 2 electrical circuit requirements (i.e. no CSA approval required), or if not they shall be CSA approved. A minimum battery charge life of fourteen (14) hours in total darkness is required, and a minimum battery replacement life of five (5) years overall is required. Acceptable Products are:

.1 Carmanah model M850 60X Standard solar LED marine lantern, as supplied by Carmanah Technologies Corp. of 250 Bay Street, Victoria, BC, V9A 3K5; Tel 1(877) 722-8877.

.2 Sealite model SL-C310 solar LED marine lantern, as supplied by Sealite USA, LLC, 61 Business Park Drive, Tilton, New Hampshire 03276, USA; Tel 1(603) 737-1311.

Note: The Acceptable Products listed above fulfill the technical requirements for flashing configuration, range, and battery life. However, these Acceptable Products may still require CSA approval if they do not meet CAN/CSA 22.1 section 16-200 for class 2 circuits. The product specified as minimum standard does not exclude any other products. The specifications for the specified product will be used as the base for minimum acceptable standards during the shop drawing review. All products must meet or exceed the minimum standards."

- 23) Within Section 31 62 19 (Timber Piling) insert new clause 2.4.2 as follows: *"Supply two (2) spare navigation lights (with battery packs) to Departmental Representative for storage and future use as replacement in the event of damage to lights in service."*
- 24) Within Section 31 62 19 (Timber Piling) insert new clause 2.5 labelled *"Bird Deterrent Spikes"*. Insert new clause 2.5.1 as follows: *"Bird deterrent spikes (to be used at each navigation light) shall be of durable, UV resistant non-corrodible material."*
- 25) Within Section 31 62 19 (Timber Piling) insert new clause 3.8 labelled *"Operation and Maintenance Manuals for Navigation Lights"*. Insert new clause 3.8.1 as follows: *"Provide operation and maintenance manuals, as stipulated in Section 01 78 30 (Closeout Submittals), for navigation lights installed in the work, including any necessary instructions for programming the lights and for battery replacement."*
- 26) Within Section 32 12 16 (Asphalt Paving) insert new clause 1.1.2 as follows: *"This Section also covers the supply and installation of concrete roadside barriers as shown on the Drawings."*
- 27) Within Section 32 12 16 (Asphalt Paving) re-number clause 1.3.3 as 1.3.4, and insert new clause 1.3.3 as follows: *"Concrete roadside barriers will not be measured individually. Concrete roadside barriers will be paid for at the Lump Sum price tendered for CONCRETE ROADSIDE BARRIERS. Payment shall be full compensation for supply and installation of the concrete roadside barriers as shown on the Drawings."*
- 28) Within Section 32 12 16 (Asphalt Paving) replace clause 1.4.19 with: *"BC MoTI Standard Specification for Highway Construction: Section 951, Asphalt and Paving Materials for Highway Use; Section 941, Precast Reinforced Concrete Barriers; and Section 952, Asphalt Supply."*

- 29) Within Section 32 12 16 (Asphalt Paving) re-number clause 1.4.20 as 1.4.21, re-number clause 1.4.21 as 1.4.22, and insert new clause 1.4.20 as follows: *"BC MoTI Recognized Product List."*
- 30) Within Section 32 12 16 (Asphalt Paving) insert new clause 2.5 titled *"Concrete Roadside Barriers"* with clause 2.5.1 as follows: *"The precast reinforced concrete roadside barriers shall be BC MoTI approved (BC MoTI Specification Section 941, interlocked units), new material only. Drainage slots are required for all barriers. Provide BC MoTI approved transitions and end sections as required for a complete and smooth roadside barrier system. Refer to the Drawings for location of concrete roadside barriers."*
- 31) Within the Invitation to Tender replace the Unit Price Table (in Appendix 1) with the attached revised Unit Price Table, in which certain payment items are re-numbered, and which includes additional payment items for:
- Tender Item 1c – Building Permit Cost Allowance (with tender cost basis of \$66,000);
 - Tender Item 9i – Structure Demolition: Timber Piles at High Mast Light Foundation;
 - Tender Item 9l – Structure Demolition: South Jetty Deck Slab (at High Mast Light);
 - Tender Item 9m – Structure Demolition: High Mast Light Foundation;
 - Tender Item 12c – Metal Fabrications: Access Ladders and Support Framing at Navigation Dolphins;
 - Tender Item 21c – Timber Piling: Navigation Lights; and,
 - Tender Item 24b – Concrete Roadside Barriers.

All references in the Specifications to the Unit Price Table (or contents thereof) shall now be considered to refer to the attached revised Unit Price Table.

- 32) The attached Tariff Sheet describes services that can be provided to the Bidder for the described fee during completion of the South Jetty Under-pier Sediment Remediation Project. Please note the following items will not qualify for tariff if required during completion of the project:
- Item 6 – Air Compressor (first), per manifold hour
 - Item 7 - Air Compressor (second), per manifold hour
 - Item 8 - Air Compressor (wheeled), per manifold hour
 - Item 10 – Fresh water, per cubic metre
 - Item 11 – Electric power, per kilowatt hour

Additionally, the following items will not qualify for tariff if the services are conducted within the EGD Work Site:

- Item 1 – Booking
- Item 3 – Berthage, per metre, per day
- Item 12 – Tie-up or letting go
- Item 14 – Security services, per vessel, per day

Changes to the Specifications and Drawings (C-001, B-003):

1. Within Section 01 35 13.43 (Special Project Procedures for Contaminated Sites) replace clause 3.7.2 with:
"All work shall be performed and all steps taken to prevent interference or disturbance to fish and wildlife. The Contractor shall visually inspect the TRB system and sheet pile perimeter wall prior to removal to avoid interference or disturbance to herring spawn. The TRB system and sheet pile perimeter wall must not be removed if visible herring spawn is present. All activities must comply with the BMPs of the EMP concerning herring spawn. The Contractor shall immediately notify the Departmental Representative of any observed herring spawn."
2. Within Section 01 11 55 (General Instructions) replace Clause 1.30.1 with: *"Within ten (10) working days after Notice of Award, submit to the Departmental Representative the name of the third party licensed surveyor, member (in good standing) of the Association of British Columbia Land Surveyors (ABCLS), member (in good standing) of the Applied Science Technologists & Technicians of British Columbia (ASTTBC) with certification/designation as a Registered Site Improvement Specialist (RSIS), or Professional Engineer registered to practice in the Province of British Columbia who will be responsible for the preparation and submittal of the hardcopy Record Drawings (for "as-built" purposes) for the constructed works, as appropriate to the portion of the work under consideration."*
3. Within Section 01 11 55 (General Instructions) replace Clause 1.30.2 with: *"Record Drawings, describing the final accurate "as-built" condition of the constructed works, prepared by the Contractor's third party licensed surveyor, Registered Site Improvement Surveyor (RSIS), or Professional Engineer as appropriate to the portion of the work under consideration, shall be submitted to the Departmental Representative as required by Section 01 78 30 (Closeout Submittals)."*
4. Within Section 02 21 13 (Surveying and Positioning Control) replace Clause 1.1.3 with: *"The Contractor may complete Progress Surveys using in-house survey resources. The Contractor shall employ a third-party (i.e., do not use the Contractor's own survey crew to manage survey work) licensed professional surveyor, member (in good standing) of the Association of British Columbia Land Surveyors (ABCLS), member (in good standing) of the Applied Science Technologists & Technicians of British Columbia (ASTTBC) with certification/designation as a Registered Site Improvement Specialist (RSIS), or Professional Engineer registered to practice in the Province of British Columbia who will be responsible for conducting the Pre-Construction and Post-Construction Surveys."*
5. Within Section 02 21 13 (Surveying and Positioning Control) replace Clause 1.5.2.2 with: *"The Contractor's third party licensed surveyor, Registered Site Improvement Surveyor (RSIS), or Professional Engineer shall stamp all Departmental Representative-accepted Pre-Construction and Post-Construction Surveys. The surveyor does not need to stamp the Progress Surveys."*

Changes to the Specifications and Drawings (C-001, B-004):

1. Within Section 01 11 55 - General Instructions, replace Clause 1.3.22 with: *"Dredge Debris: Any solid waste materials other than sediment excavated as part of the dredging operations such as pile stubs (including pile stubs encountered during dredging that are not identified in the Tender*

documents, and which are to be removed), logs, wire, cable, steel bands, anchors, lumber, trash, concrete, etc. Dredge Debris excludes Demolition Debris. All costs associated with removal and disposal of Dredge Debris will be included within the unit rates for Required Dredging or Contingency Re-Dredging, as appropriate to the circumstance."

2. Within Section 31 62 17 (Steel Sheet Piling), replace clause 1.1.1 with: *"This Section covers re-driving of the sheet pile perimeter wall, survey monitoring thereof, and extraction and disposal (at completion of under-pier sediment remediation works) of the sheet pile perimeter wall, all as described on the Drawings (or as allowed otherwise by Clause 3.3.16.2 of this Section of the Specification)."*
3. Within Section 31 62 17 (Steel Sheet Piling), replace clause 3.3.16 with: *"Drive each sheet pile and temporary pile continuously to final tip elevation as indicated on the Drawings (except as allowed otherwise in Clause 3.3.16.2 of this Section of the Specification)."*
4. Within Section 31 62 17 (Steel Sheet Piling), insert new clause 3.3.16.1 as follows: *"For the portion of the perimeter sheet pile wall from bay line N1 (location noted on Drawings CSM3 and CSM4) to the northwest corner of the timber crib (approx. 104 metre run length along the northwest face), the sheet pile perimeter wall shall not be re-driven deeper than EL 0.0m chart datum as shown on the Drawings."*
5. Within Section 31 62 17 (Steel Sheet Piling), insert new clause 3.3.16.2 as follows: *"For the remainder of the perimeter (approx. 326 metre run length along the west and south faces), the sheet pile wall may be re-driven down to no deeper than EL -1.0m chart datum in Contractor-selected locations, at Contractor's option to suit his means and methods. The Contractor-selected locations for this deeper re-drive shall not exceed 30% of the 326 metre remaining run length (i.e. approx. 98 metre aggregate run length) measured at any time during the work. All other requirements in the Specification remain unchanged. There is no change to Contractor's specified responsibilities re the TRB system, pile-driving and pile extraction requirements, and no change to measurement and payment regardless whether the sheet pile wall is re-driven to EL 0.0m, or portion(s) re-driven to EL -1.0m chart datum."*
6. Within Section 31 62 17 (Steel Sheet Piling), replace clause 3.3.19 with: *"If conditions are encountered which make it difficult to re-drive a sheet pile in the location shown and to advance the pile to the tip elevation shown on the Drawings (or as allowed otherwise by Clause 3.3.16.2 of this Section of the Specification), employ all reasonable means to advance the pile."*
7. Within Section 31 62 17 (Steel Sheet Piling), replace clause 3.8.1 with: *"Re-drive sheet piles to the design elevations described on the Drawings (or as allowed otherwise by Clause 3.3.16.2 of this Section of the Specification) to tolerance of +/- 25 mm."*

Changes to the Specifications and Drawings (C-001, B-005):

- 1) BLANK
- 2) BLANK

- 3) BLANK
- 4) Within Section 01 35 43 – Environmental Procedures and Sustainability, replace Clause 1.8.5 as follows: *“Disposal/recycling of non-sediment and non-soil waste generated during the project shall be done in compliance with Laws and Regulations and the facilities used will need to be accepted by the Departmental Representative.”*
- 5) Within Section 35 20 23 – Dredging, Barge Dewatering and In-Water Transportation, replace clause 3.4.3 with the following:
*“.3 The Contractor shall have a certified marine surveyor (or other Contractor representative such as a hydrographic surveyor or Contractor surveyor) inspect each barge load of dredged material and debris prior to transport from the EGD Work Site and to the Contractor’s Off-Site Offload Facility.
.1 The certified marine surveyor (or other Contractor representative such as a hydrographic surveyor or Contractor surveyor) shall obtain barge displacement measurements prior to in-water transportation and establish an estimated tonnage of material associated with that barge load. Estimated tonnages for each barge load of material removed from the EGD Work Site shall be recorded in the Contractor’s Daily and Weekly Construction Reports and as part of the Marine Surveyor Report.
.2 The Marine Surveyor Report shall also document seaworthiness of each barge used for transport of dredged material (sediment and Dredge Debris) and Demolition Debris from the EGD Work Site to the Contractor’s Off-Site Offload Facility. Documentation of the seaworthiness of each transport barge shall be submitted to the Departmental Representative prior to that barge leaving the EGD Work Site.”*
- 6) On Drawing C33, Detail 22, replace the existing note with: *“MINIMUM REQUIRED THICKNESS AND PAYBALE OVERPLACEMENT ALLOWANCES SHOWN ON THE DETAIL REPRESENT GENERAL CONDITIONS REQUIRED TO MEET THE DESIGN AND GRADES AND ELEVATION REQUIREMENTS FOR PLACEMENT OF CAP TYPE 1 MATERIALS. THE MINIMUM REQUIRED THICKNESS AND PAYBALE OVERPLACEMENT ALLOWANCE FOR TYPE 1 SAND MATERIAL SHALL BE INCREASED IN SELECT AREAS OF THE EGD WORK SITE WHERE PLACEMENT OF ADDITIONAL TYPE 1 SAND MATERIAL IS REQUIRED TO MEET THE DESIGN GRADES AND ELEVATIONS SHOWN ON THE DRAWINGS. THE DEPARTMENTAL REPRESENTATIVE MAY DIRECT THE CONTRACTOR TO REMOVE EXCESSIVE OVERPLACEMENT MATERIAL THAT IS PLACED ABOVE THE DESIGN GRADES AND ELEVATIONS AT NO ADDITIONAL COST TO PWGSC.”*
- 7) On Drawing C33, Detail 23, replace the existing note with: *“MINIMUM REQUIRED THICKNESS AND PAYBALE OVERPLACEMENT ALLOWANCES SHOWN ON THE DETAIL REPRESENT GENERAL CONDITIONS REQUIRED TO MEET THE DESIGN AND GRADES AND ELEVATION REQUIREMENTS FOR PLACEMENT OF CAP TYPE 2 MATERIALS. THE MINIMUM REQUIRED THICKNESS AND PAYBALE OVERPLACEMENT ALLOWANCE FOR TYPE 2 SAND MATERIAL SHALL BE INCREASED IN SELECT AREAS OF THE EGD WORK SITE WHERE PLACEMENT OF ADDITIONAL TYPE 2 SAND MATERIAL IS REQUIRED TO MEET THE DESIGN GRADES AND ELEVATIONS SHOWN ON THE DRAWINGS. THE DEPARTMENTAL REPRESENTATIVE MAY DIRECT THE CONTRACTOR TO REMOVE*

EXCESSIVE OVERPLACEMENT MATERIAL THAT IS PLACED ABOVE THE DESIGN GRADES AND ELEVATIONS AT NO ADDITIONAL COST TO PWGSC."

- 8) On Drawing C33, Detail 24, replace the existing Note 1 with: *"MINIMUM REQUIRED THICKNESS AND PAYABLE OVERPLACEMENT ALLOWANCES SHOWN ON THE DETAIL REPRESENT GENERAL CONDITIONS REQUIRED TO MEET THE DESIGN AND GRADES AND ELEVATION REQUIREMENTS FOR PLACEMENT OF CAP TYPE 3 MATERIALS (EXCLUDING AREAS REQUIRING IMPERMEABLE GEOSYNTHETIC MATERIAL). THE MINIMUM REQUIRED THICKNESS AND PAYABLE OVERPLACEMENT ALLOWANCE FOR TYPE 2 SAND MATERIAL SHALL BE INCREASED IN SELECT AREAS OF THE EGD WORK SITE WHERE PLACEMENT OF ADDITIONAL TYPE 2 SAND MATERIAL IS REQUIRED TO MEET THE DESIGN GRADES AND ELEVATIONS SHOWN ON THE DRAWINGS. THE DEPARTMENTAL REPRESENTATIVE MAY DIRECT THE CONTRACTOR TO REMOVE EXCESSIVE OVERPLACEMENT MATERIAL THAT IS PLACED ABOVE THE DESIGN GRADES AND ELEVATIONS AT NO ADDITIONAL COST TO PWGSC."*
- 9) Within Section 01 11 55 – General Instructions, replace Clause 1.3.35 with: *"Excessive Overplacement: Cap materials placed above the established Payable Over-Placement Allowances, and above the required design grades and elevations shown on the Drawings, shall be considered Excessive Overplacement and will not be paid for."*

Changes to the Specifications and Drawings (D-001):

- 1) Within Section 01 11 55 (General Instructions) Clause 1.10 Commencement Date, Time of Completion, and Construction Windows:

Clause 1.10.1.1, first sentence, replace with:
On-site construction activities for this project, including the Contractor's mobilization to the EGD Work Site, shall not commence prior to **August 31, 2015**. **This is contingent upon Contractor's submittal, and Departmental Representative's acceptance, of pre-construction submittals.**

Clause 1.10.1.2 replace with:
Complete the work of this project ready for use to achieve Substantial Completion by **July 15, 2016**, to allow four (4) weeks for Departmental Representative inspections and completion of corrective actions as necessary, unless otherwise approved by the Departmental Representative. All corrective actions shall be completed to achieve Total Completion by **August 15, 2016**; i.e., within four (4) weeks after the above-stated Substantial Completion date.
- 2) Within Section 01 51 00 (Temporary Facilities) Clause 1.1 Description:
Clause 1.1.4, replace with:
Locations at the EGD Work Site for construction of temporary facilities will be made available to the Contractor on **August 31, 2015**. **This is contingent upon Contractor's submittal, and Departmental Representative's acceptance, of pre-construction submittals.**
- 3) Within Section 01 11 55 – General Instructions, replace Clause 1.3.20 as follows: *"Disposal Facility: An existing and operational facility located in Canada where waste is placed in or on*

land and that is designed, constructed, and operated to prevent any pollution from being caused by the facility outside the area of the facility. The facility must hold a valid and subsisting permit(s), license(s), certificate(s), approval(s), or other form(s) of authorization issued under Laws and Regulations by a Province or Territory for the disposal of soil or other material (of the environmental quality identified in the solicitation documents) that is not suitable for industrial, commercial, urban park, residential, agricultural, wildlands, or any other land use specified in the British Columbia Contaminated Sites Regulation. In carrying out the work under the Contract, the facility must comply with Laws and Regulations, including complying with any enforcement order or direction of any nature or kind under the Laws and Regulations related to the work under the Contract. Disposal (or treatment and disposal) of dredged and excavated material (contaminated sediments, soil and Dredge Debris) must be performed at a Disposal Facility, Treatment Facility, or Hazardous Waste Management Facility as defined in the Specifications.”

- 4) Within Section 01 11 55 – General Instructions, replace Clause 1.3.37 as follows: “Hazardous Waste Management Facility: An existing and operational facility located in Canada where Hazardous Waste quality soil, sediment, or other waste is placed in or on land and that is designed, constructed, and operated to prevent any pollution from being caused by the facility outside the area of the facility. The facility must hold a valid and subsisting permit(s), license(s), certificate(s), approval(s), or other form(s) of authorization issued under Laws and Regulations by a Province or Territory for the disposal of Hazardous Waste Quality soil, sediment, or other waste (of the environmental quality identified in the solicitation documents) that is not suitable for industrial, commercial, urban park, residential, agricultural, wildlands, or any other land use specified in the British Columbia Contaminated Sites Regulation. In carrying out the work under the Contract, the facility must comply with Laws and Regulations, including complying with any enforcement order or direction of any nature or kind under the Laws and Regulations related to the work under the Contract. Disposal (or treatment and disposal) of dredged and excavated material (contaminated sediments, soil and Dredge Debris) must be performed at a Disposal Facility, Treatment Facility, or Hazardous Waste Management Facility as defined in the Specifications.”
- 5) Within Section 01 11 55, replace Clause 1.3.58 as follows: “Re-Classification: Re-classification is defined as the process by which the Contractor conducts testing in accordance with BC CSR of dredged or excavated sediment, soil and debris generated at the EGD Work Site following treatment to lower the disposal threshold to below Industrial Land Use (IL+) standards.”
- 6) Within Section 01 11 55 – General Instructions, replace Clause 1.3.74 as follows: “Treatment Facility: An existing and operational off-site facility located in Canada that is designed, constructed, and operated for the handling or processing of waste in such a manner as to change the physical, chemical, or biological character or composition of the waste. The facility must hold a valid and subsisting permit(s), license(s), certificate(s), approval(s), or other form(s) of authorization issued under Laws and Regulations by a Province or Territory for the treatment of soil or other material (of the environmental quality identified in the solicitation documents) that is not suitable for industrial, commercial, urban park, residential, agricultural, wildlands, or any other land use specified in the British Columbia Contaminated Sites Regulation. In carrying out the work under the Contract, the facility must comply with the Laws and Regulations, including complying with any enforcement order or direction of any nature or kind under the Laws and

Regulations. Disposal (or treatment and disposal) of dredged and excavated material (contaminated sediments, soil and Dredge Debris) must be performed at a Disposal Facility, Treatment Facility, or Hazardous Waste Management Facility as defined in the Specifications."

- 7) Within Section 01 11 55 – General Instructions, replace Clause 1.16.3 as follows: *"Obtain and pay for any additional permits (including Building Permit), certificates, licenses, levies, fees, and other approvals or payments that have not been provided by the Departmental Representative or identified in the Specifications and that are required under the Laws and Regulations, or that are required by commercial facilities to be used to complete the work."*
- 8) Within Section 35 20 23 – Dredging, Barge Dewatering And In-Water Transportation, replace clause 1.2.10 as follows: *"Hazardous Waste Quality Sediment materials shall be handled in accordance with Laws and Regulations, including but not limited to, the Hazardous Waste Regulation (HWR), B.C. Reg. 63/88 and the British Columbia Environmental Management Act (SBC 2003, Chapter 53), and shall be treated, destroyed and/or disposed of at a facility authorized to treat, destroy and dispose of Class 9 Solid Waste, as defined by HWR, B.C. Reg. 63/88, and shall be transported by a licensed hauler in accordance with the B.C. Transport of Dangerous Goods Act (TDG) and in accordance with Laws and Regulations for disposal and transport inside or outside of the Province of British Columbia, including but not limited to, the Canadian Transportation of Hazardous Goods Act."*
- 9) Within Section 35 20 23.01 – Offloading, Upland Transportation and Disposal, replace the third sentence of Clause 1.1.3 as follows: *"Hazardous Waste Quality Materials shall be handled in accordance with Laws and Regulations, including but not limited to, the Hazardous Waste Regulation (HWR), B.C. Reg. 63/88 and the British Columbia Environmental Management Act (SBC 2003, Chapter 53), including amendments, and shall be treated and/or disposed of at a Disposal Facility or Hazardous Waste Management Facility authorized to dispose of Class 9 Solid Waste, as defined by HWR, B.C. Reg. 63/88, including amendments. Hazardous Waste shall be transported by a licensed hauler in accordance with the B.C. Transport of Dangerous Goods Act (TDG) and in accordance with Laws and Regulations for disposal and transport inside or outside of the Province of British Columbia, including but not limited to, the Canadian Transportation of Hazardous Goods Act."*
- 10) Within Section 35 20 23.01 – Offloading, Upland Transportation and Disposal, replace the second sentence of Clause 1.1.4 as follows: *"Treatment of Hazardous Waste materials prior to final disposal is preferred, and materials must still be disposed of at either a Disposal Facility or Hazardous Waste Management Facility."*
- 11) Within Section 35 20 23.01 – Offloading, Upland Transportation and Disposal, replace clause 1.1.6 as follows: *"Treatment activities for treatment of non-Hazardous Waste Quality Materials shall be performed at a Treatment Facility. Treatment activities for Hazardous Waste Quality Materials shall be performed at a Hazardous Waste Management Facility or a Treatment Facility authorized under the Laws and Regulations to treat Hazardous Waste. The Contractor shall not conduct treatment activities at the Contractor's Off-Site Offload Facility unless documentation can be provided that the facility is a Treatment Facility."*

- 12) Within Section 35 20 23.01 – Offloading, Upland Transportation and Disposal, replace clause 1.5.6.4 as follows: *“Methods, procedures, and controls to be used to segregate, handle, store, transport, and dispose of debris, IL+ waste, and Hazardous Waste Quality Material to an appropriate Treatment Facility and/or Disposal Facility or Hazardous Waste Management Facility, in accordance with Laws and Regulations.”*
- 13) Within Section 35 20 23.01 – Offloading, Upland Transportation and Disposal, replace the last sentence of Clause 3.5.2 as follows: *“The Contractor shall provide all Certificates of Treatment following completion of treatment activities and Certificates of Disposal at the time of final disposal of waste at the Disposal Facility or Hazardous Waste Management Facility.”*
- 14) Within Section 35 20 23.01 – Offloading, Upland Transportation and Disposal, replace Clause 3.5.5 as follows: *“Soil or other material sent to a Treatment Facility must be disposed of at a Disposal Facility or Hazardous Waste Management Facility, regardless of the waste classification of the material following treatment.”*

ATTACHMENT LIST - items may be uploaded separately to www.buyandsell.gc.ca website:

- a) EGD Tariff Sheet
- b) Rev.1 Drawings PDF file, half-size A3
- c) Rev.1 Drawings PDF file, full-size A1

END OF ADDENDUM 001

All other terms and conditions remain unchanged.