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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

<b>Title - Sujet</b> Colwood Jetties Remediation	
<b>Solicitation No. - N° de l'invitation</b> EZ113-170698/B	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b>	<b>Date</b> 2016-10-07
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-020-7856	
<b>File No. - N° de dossier</b> PWY-6-39080 (020)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-10-12</b>	<b>Time Zone</b> Fuseau horaire Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 666-0043 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DND - CFB Esquimalt - Colwood, BC	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
EZ113-170698/B  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
004  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
pwy020  
CCC No./N° CCC - FMS No./N° VME

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Les documents français seront disponibles sur demande

Please find Addendum #3 herein

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**Tender Addendum #3  
Colwood Jetties Remediation Project**

**GENERAL**

The following changes/clarifications in the tender documents are effective immediately. This Addendum will form part of the Contract Documents.

**SPECIFICATIONS**

No modifications were made to the Specifications as part of this Addendum.

**DRAWINGS**

No modifications were made to the Drawings as part of this Addendum.

**CLARIFICATIONS**

Reponses to questions received by PWGSC through 05 October 2016 are provided in the attached table.

CJRP Response to Bidders Questions  
Solicitation No. EZ113-170698/B

Question Number	Question	Response
1	<p>Section GC 1.6 requires Contractor to, in relevant part, “indemnify and save Canada harmless from and against all claims . . . by third party . . . arising out of, related to, occasioned by, or attributable to the activities of the Contractor[.]” This indemnification does not tie liabilities to negligence. Is PWGSC amenable to entering into a mutually agreeable agreement whereby both parties’ indemnification is tied to their negligence. Given the nature of this work, this would be a prudent thing to do. For example, if Suspected UXO’s are encountered you will entering on to the barge of the Contractor. During this work and other work there is a realistic possibility that negligence on part of Canada, may occur.</p>	<p>GC 1.6 - Indemnification by the Contractor will remain unchanged.</p>
2	<p>1. GC 6.10 - Assessments and Damages for Late Completion</p> <p>a. This provision provides for damages attributable to late completion. However, there is no defined start date or ability for Contractor recognize the costs which would attributable to this clause. Because of this, we have the following questions:</p> <ul style="list-style-type: none"> <li>i. Is there a guaranteed start date for this work?</li> <li>ii. Regarding standby, will there be a day-for-day delay clause attributable both for authorized compensated days (e.g. standby) and for authorized uncompensated days (e.g. extended work break)?</li> <li>iii. Can PSGSC provide a rough order of magnitude attributable the costs identified in GC 6.10(2).</li> </ul>	<p>Work on site can commence upon Contract award and after the Required Certificate of Insurance and Contract Security have been received by the contracting authority. As per the specifications, additional time is required for acceptance and review of Contractor pre-construction submittals.</p> <p>Standby time is defined in the Specification section 01-11-55. There will not be a day-for-day delay clause affecting the in-water completion date, at this time.</p> <p>The Contractor is expected to provide pricing as indicated in Appendix 2 – Combined Price Form and adhere to the schedules as indicated in the Request for Proposal</p>
3	<p>1. GC 6.2 – Changes in Subsurface Conditions</p> <p>a. Section GC 6.2(6) identifies a mandatory reduction to the Contract by Canada to Contractor for “savings expenditure attributable to a substantial difference between information related to subsurface conditions at the site of that is contained in the tender documents or a reasonable assumption of fact based thereon.”</p> <ul style="list-style-type: none"> <li>i. Is PWSG willing to provide a mutual agreement for cost overruns?</li> </ul>	<p>Any changes in subsurface conditions will be determined in accordance to GC6.2 - Changes in Subsurface Conditions.</p>

CJRP Response to Bidders Questions  
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4	<p>1. GC 6.2 and GC 6.5</p> <p>a. GC 6.2 provide an avenue for recovery for changed subsurface conditions. However, GC 6.5 states provides that no payment will be made for delays outside of control of contractor, with the exception of actions that would normally done by the owner in accordance with the practice of trade.</p> <p>i. With respect to delays, the current contract is unclear and, at times, conflicting. Is PWSGC willing to negotiate mutually agreeable delay compensation that is clear as to what circumstances a delay would give rise to compensation?</p>	<p>Delays will be determined in accordance with GC 6.5 - Delays and Extension of Time.</p>
5	<p>Given the potentially large volume of UXO/MEC, including small ordinances, embedded in the silt/clay sediments to be recovered, the contractor will need to conduct extensive soil/sediment washing to free the UXO/MEC for 100% identification and recovery in a safe manner. This process will inherently generate large volumes of water. Treating sea water from the process to meet CCME or BC Marine discharge criteria poses challenges technically to remove heavy metals to the required standards for marine discharge and will have significant financial implications for the project. In addition, obtaining permits from relevant regulatory agencies is likely to cause project delays.</p> <p>Is the DND able to establish feasible site-specific discharge levels and criteria within the work zone that would allow for excess water to be discharged within the work zone and behind the silt curtain?</p>	<p>No, DND is not able to provide site-specific discharge levels for activities not identified in the EMP/WQMP. Site specific performance objectives are provided for barge dewatering and other activities considered in the EMP/WQMP. For any activities not addressed in the EMP/WQMP, the Contractor must provide detailed information regarding proposed activities and outputs (i.e. sediment processing and water treatment, including use of additives and quality/volume of effluents proposed for discharge within the work zone) for review by the DR in the Construction Work Plan, along with all other project activities. The Contractor will also be required to obtain any applicable permits, i.e. discharge permit from the Queens Harbour Master. The Contractor is directed to the Specifications (Division 01 35 13.43, Section 1.8.7) and reminded that decontamination wastewater and other wastewater, including dewatering effluent from off site, may not be transported to and disposed of at the Work Site.</p>
6	<p>1. In Section 06 10 10 Item 1.3.2 the Measurement and Payment for the timber works is measured as a per linear meter of dock face. If our interpretation is correct this is for supply only of non-piling material timber materials that need to be replaced as determined by the DR following removal of such materials. We are having difficulty is pre-assessing which components may/may not need to be replaced. As many structural items would be purchased by volume such as per cubic meter or board foot would the owner consider modifying the payment item to be per a volume based? This would allow for both some re-use and some new-supply within a given length of the dock.</p>	<p>PWGSC may entertain modifying the payment item after award, but for the purposes of tender it will remain linear meters.</p>
7	<p>The current completion date seems aggressive, give the extension of the tender is the owner willing to extend the interim completion date by the tender extension length thus from March 31, 2017 to April 12, 2017? It is anticipated that final completion could remain at May 30, 2017.</p>	<p>The in-water completion date of March 31, 2017 remains at this time.</p>

CJRP Response to Bidders Questions

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8	1. In regards to Section 02 41 16.01 – Structure Demolition 1.6.4, there is reference to a pre-construction and thereafter post-construction inspection which is to be performed by a professional engineer. The inspection currently does not indicate any limit as it relates to the works that are proposed in this contract. The various engineers that we have approached for this scope of work feel that the specification requires them to inspect the entire D-Jetty dock structure. Could the specification be revised to indicate that the pre/post inspection work is limited only to the area of works within this contract.	The requirements and scope for the Pre-construction Condition Inspections and Post-construction Condition Inspections at D Jetty and at Gas Float are described at clauses 1.1.3 and 1.6.4 in Section 02 41 16.01 (Structure Demolition), and in sub-clauses 1.1.3.1, 1.1.3.2, 1.6.4.1 and 1.6.4.2. The scope covers the complete dock structure, in each instance. No revision is made to those requirements.
9	Does the 24,400 m3 include suspected bedrock encounters? If, not should the contract assume any volume reduction due to bedrock?	No the estimated volume does not account for potential or identified bedrock within the dredge prism. It is anticipated that the volume may be lower due to the presence of bedrock. The contract documents will not be adjusted at this time.
10	In appendix a document "Dredge_UXO summary_report_MC_2016_July_19.pdf" the document shows a specific gravity 1.55. Is this the specific gravity that is reflective of the sediment found at Jetty D/F/G?	The referenced Appendix A document was only intended to provide an example of the types of Suspected UXO found during a recent dredging project in Esquimalt Harbour. The assumptions regarding specific gravity or other values presented in the document are not to be interpreted as representative of sediment conditions as part of the CJRP.
11	From the processing plant to the disposal location which line item does marine transport go into?	Per Specification Section 35 20 23.01, 1.2.2, payment for transportation from the Processing Facility to the Disposal Facility is part of OFFLOADING AND UPLAND TRANSPORTATION. It is noted as "Upland Transportation" in the referenced clause, but is also intended to apply to any additional in-water transport that would be required.

CJRP Response to Bidders Questions

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12	<p>Section 1.3 Definitions, General Instructions reads: "The Archaeological Monitor must be a Registered Professional Archaeologist and shall employ First Nations representatives to assist in the archaeological monitoring. The Archaeological Monitor shall be present full time during dredge material segregation activities at the Processing Facility..."</p> <p><b>Is PWGSC open to options with regard to the BC Association of Professional Archaeologists (BCAPA) membership status of the full-time monitor?</b> It seems the full-time monitoring aspects of the work described in the RFP documents could be performed by an Associate Member of the BCAPA. I have included the requirements for this position below.</p> <p><u>Associate Member:</u></p> <p>This membership category is intended for archaeologists working full or part-time in B.C., but without enough experience for the Professional category. A person who meets the following criteria is eligible for membership in the society as an Associate Member (previously known as "Qualifying" Member):</p> <p>Is engaged either part-time or full-time as an archaeologist;</p> <p>Has a Bachelor's degree in archaeology, or anthropology with a specialty in archaeology, or an equivalent combination of training, research and writing experience which meets the qualities and standards of the society;</p> <p>Has 18 months (360 working days) of...</p>	<p>An Associate membership in BCAPA would be considered appropriate as long as the archaeological monitor has also been qualified by the provincial Archaeology Branch, Ministry of Forests, Lands and Natural Resource Operations as a 'Field Director' for the Northwest Coast Culture Area per Information Bulletin Number 17: Field Director Qualifications.</p>
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