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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

<b>Title - Sujet</b> Watson Lake Airport Remediation	
<b>Solicitation No. - N° de l'invitation</b> EZ897-171553/A	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b>	<b>Date</b> 2016-10-19
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-033-7883	
<b>File No. - N° de dossier</b> PWY-6-39176 (033)	<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 2016-10-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> 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> Siopongco, Philip PWY	<b>Buyer Id - Id de l'acheteur</b> pwy033
<b>Telephone No. - N° de téléphone</b> (604) 351-6139 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> TC - Watson Lake Airport - Watson Lake, YT	

**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>

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Amd. No. - N° de la modif.  
Amendment 002  
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Buyer ID - Id de l'acheteur  
PWY033  
CCC No./N° CCC - FMS No./N°VME

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This solicitation amendment 002 is raised to provide responses to questions received and to amend Annex A – Certificate Of Insurance, Aviation Liability Insurance to the REVISED Annex A, Certificate of Insurance.

Attached REVISED (1) Annex A, Certificate of Insurance. This version supersedes all other previous versions.

#### **Questions and Answers:**

- Q1 : What are the compaction requirements for backfill? None are listed in the document.  
A1 : Backfill is to be machine packed to the degree practical.
- Q2 : Is a certified weigh scale and weigh scale slips required when bringing backfill from offsite sources?  
A2 : If a certified weigh scale is not available then as an alternative the insitu volume of contaminated material and overburden excavated to the Contaminated Material Extents will be converted to weight based on a density factor as determined by an independent geotechnical engineer as agreed to by the Departmental Representative.
- Q3 : Is the contractor responsible for disconnecting and re-connecting utility lines running through the proposed excavation extents?  
A3 : There are no utility lines anticipated. If a utility line is encountered then the Contractor will be responsible for disconnecting and reconnecting through a Change Order.
- Q4 : In 31 23 33.01 section 3.8.2 it states that the area to be backfilled shall be free of snow, ice, water or frozen ground? Can this section be altered to reflect this?  
A4 : Backfill should be free of snow, ice and water to the degree practical.
- Q5 : In 31 23 33.01 section 3.8.1 it states that backfill cannot be frozen. Can this section be altered to reflect this?  
A5 : Backfill should not be frozen to the degree practical.
- Q6 : Is the runway next to the landfarm active, or is it open to traffic for disposal and truck crossing?  
A6 : The runway next to the landfarm is not active, there is an adjacent access road.
- Q7 : Is it required to supply power to the site?  
A7 : Contractor must provide power on the site.
- Q8 : Is it required to provide office facilities for this project?  
A8 : Contractor must provide office facilities on the site.
- Q9 : On Drawing 12, there are perforations in the landfarm liner noted. Is it required to repair these perforations along with any others noted prior to loading the landfarm?  
A9 : Yes, all perforations on the landfarm liner must be repaired.

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- Q10 : Will the contractor or the Department Representative collect and analyze backfill samples?  
A10 : The Contractor is responsible to collect and analyze imported backfill samples. The Departmental Representative may independently collect samples.
- Q11 : Is it necessary to provide site security personnel after hours? Are there any airport security requirements?  
A11 : Site security off hours is not required, but the excavation and work areas must be secured by temporary fencing. The permanent fence adjacent the runway must be secured at all times.
- Q12 : Is all work considered to be outside of the airports airside operations?  
A12 : Other than placing the temporary fencing, all work is considered outside the airport airside operations.
- Q13 : Is there cell phone reception at the site?  
A13 : There is cell phone reception for some providers at the site.
- Q14 : Are utility drawings required 5 days prior to ground disturbance, or are utility locates themselves acceptable prior to ground disturbance?  
A14 : Utility drawings are required.
- Q15 : For the purpose of water treatment, is only excavation infiltration water a candidate for treatment, or will sump water require treating? If frozen, will no action be taken on sump water?  
A15 :
- Q16 : Are any of the access roads at the AEC or near landfarms public, which would necessitate traffic control?  
A16 : The route to the landfarm includes a public road.
- Q17 : Are manifests required for material transported between the AEC and the landfarm  
A17 : Manifests are not required for material transported to the landfarm.
- Q18 : Is the contractor required to add amendments to the material while it is being placed at the landfarm as per 02 61 00.03 section 3.2.2?  
A18 : Yes amendments must be added.
- Q19 : Which locations in the owner STF will receive the material?  
A19 : The precise location for material at the landfarm will be decided in the field by the Departmental Representative.
- Q20 : Is it still anticipated that all field activities will be completed by December 15, 2016, using all timelines and submittal requirements after contract award?  
A20 : Yes, all field activities should be completed by 2016Dec15.

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Q21 : Is a pre-construction condition survey required as per 01 71 00 section 1.3?

A21 : Yes a precondition survey is required.

Q22 : Is there already an Environmental Protection Plan or Waste Reduction Plan created for the site?

A22 : No there is not a pre-existing Environmental Protection Plan or Waste Reduction Plan; these are the responsibility of the Contractor.

Q23 : Drawing No.2 shows excavation extents entering a septic field berm. Is there additional work to remove and replace this facility?

A23 : The septic field berm should be reinstated to pre-existing grade.

Q24 : Are any shop drawings required prior to beginning of project

A24 : The necessity of shop drawings depends on the Contractor's methods and means.

Q25 : As per Drawing No.10, contractor must stay 3m out of prohibited zone. Will this area of excavation not be removed? Will liner not be placed in this area? Do OH power lines still exist at this location?

A25 : Excavation will not proceed in the prohibited zone. This area may be removed if deemed practical in the field. Liner may be required as a Change Order. Overhead powerlines still exist and are active.

Q26 : Are onsite monitoring wells flush mount or stickup completions?

A26 : Most of the onsite monitoring wells are flush mount.

All other terms and conditions remain the same.



# CERTIFICATE OF INSURANCE

Page 1 of 4

Description and Location of Work  Watson Lake Airport APEC 6 & 7 Remediation – Transport Canada Watson Lake Airport, Whitehorse, Yukon Y0A 1C0 <b>REVISED (1)</b>	Contract No. EZ897-171553
	Project Nos.  R.084058.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Environmental Impairment Liability Insurance</b>						
<b>Pollution Liability</b>				\$	Aggregate	
				<input type="checkbox"/> Per Incident	\$	
				<input type="checkbox"/> Per Occurrence		
<b>Aviation Liability</b>				\$	Aggregate	
				<input type="checkbox"/> Per Incident	\$	
				<input type="checkbox"/> Per Occurrence		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 4

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## CERTIFICATE OF INSURANCE Page 3 of 4

### Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2 insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Type 2 policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

#### For provinces and territories, send to:

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

### Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

## CERTIFICATE OF INSURANCE Page 4 of 4

- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Employees and, where applicable, Volunteers must be included as Additional Insured.
- f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- i. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- j. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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