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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 Watson Lake Airport Remediation | |
| Solicitation No. - N° de l'invitation EZ897-171553/A | Amendment No. - N° modif. 004 |
| Client Reference No. - N° de référence du client | Date 2016-10-24 |
| GETS Reference No. - N° de référence de SEAG PW-\$PWY-033-7883 | |
| File No. - N° de dossier PWY-6-39176 (033) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-28 | 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: Siopongco, Philip PWY | Buyer Id - Id de l'acheteur pwy033 |
| Telephone No. - N° de téléphone (604) 351-6139 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TC - Watson Lake Airport - Watson Lake, YT | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
EZ897-171553/A
Client Ref. No. - N° de réf. du client
EZ897-171553

Amd. No. - N° de la modif.
Amendment 004
File No. - N° du dossier
PWY-6-39176

Buyer ID - Id de l'acheteur
PWY033
CCC No./N° CCC - FMS No./N°VME

This solicitation amendment 004 is raised to provide responses to the additional questions received, include the response to Question # 15 in amendment 002 and to further amend Annex A, Certificate of Insurance.

Additional Questions and Corresponding Answers:

- Q1 : WTS 01 11 00, 1.1.5, includes the provision of noise and vibration monitoring. Please confirm that this is a requirement for the project?
A1 : The necessity of this is dependent on the Contractor's means and methods.
- Q2 : TS 01 11 00, 1.1.3, includes clearing and grubbing. The construction drawings do not identify forested areas that need to be cleared to access the excavation sites. Please confirm whether clearing and grubbing is required.
A2 : Incidental vegetation (e.g. bushes) will need to be cleared and grubbed, but there is no forested areas.
- Q3 : Regarding security, is 24-hour presence required at the work site or is temporary construction fencing and safety signage sufficient?
A3 : The Contractor is responsible for determining the level of effort required to secure the Site.
- Q4 : What is the required treatment flow rate for the water treatment system?
A4 : The Contractor is responsible for determining the flow rate for the treatment system.
- Q5 : What is the sampling frequency for treated water and what parameters are to be tested?
A5 : Based on the environmental information provided the Contractor is responsible for the water treatment system testing.
- Q6 : Is water sampling required at the inlet (prior to treatment) and is the Contractor responsible for analytical analyses?
A6 : The Contractor is not responsible for inlet testing.
- Q7 : What geotechnical testing other than gradation and Standard Proctor is required for the backfill material? What is the testing frequency? Will the same testing be required for Owner-supplied fill?
A7 : The Contractor is responsible for ensuring the backfill and compaction meets the requirements.
- Q8 : Will the supply & installation of silt fence be required at stockpile areas?
A8 : The requirement of silt fences is dependent on the Contractor's methods and means.

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- Q9 : Does contaminated material need to be stockpiled for characterization? This will require double-handling of contaminated material.
A9 : Contaminated material does not need to be exsitu characterized.
- Q10 : As per TS 01 52 00, 1.16, is the Contractor required to provide a truck wash and personnel decontamination unit?
A10 : The necessity of a truck wash is dependent on the Contractor's methods and means. If the Contractor can perform the Work without tracking mud onto the roadways without a truck wash then that is acceptable.
- Q11 : Does Watson Lake Airport provide snow removal for the paved road that will be used for hauling?
A11 : The Watson Lake Airport provides access to the terminal throughout the winter.
- Q12 : Is the designated haul road located air side?
A12 : Yes
- Q13 : Are there restrictions on operating hours for the Contractor?
A13 : Normal working hours are 0700 to 1900 as per 011100-1.12. Exceptions to this will be considered on a case by case basis.
- Q14 : Is it assumed that the contact water in the LTF sump is contaminated and will require treatment prior to discharge from the LTF?
A14 : Yes
- Q15 : Is the Contractor responsible for sampling of the water in the LTF (inlet and discharge)? How many samples will be required?
A15 : Contractor is not required to sample sump water prior to treatment.
- Q16 : The YESAB report for APEC 7 that is appended to the tender documents, Section 1.3, Utilities, identifies several underground utilities in APEC 7, which are not shown in the Construction Drawings. Are underground utilities (and type) expected to be encountered during the excavation at AECs 6 & 7?
A16 : Suspected underground utilities are shown on Drawing 10. The Contractor is responsible for performing utility locates prior to commencing Work. If an underground utility is encountered that interferes with the work this will be addressed through a Change Order.
- Q17 : What is the specification for the asphalt that needs to be replaced during the optional work?
A17 : The asphalt requirements are to be determined by the Contractor to meet the site requirements.

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Q18 : Further to Q18 of Amendment 2, what amendments are to be added to the contaminated soil?

A18 : The amendments to be added to the soil will be identified via a Change Order.

Q19 : What is the thickness of the concrete pad located within the excavation footprint at AEC 6?

A19 : We do not have any as-builts regarding the concrete pad thickness. Removal of concrete is paid based on time under Waste Oversize Debris Removal.

Missed Response from Amendment 2

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 : Sump water may require treatment. If frozen then no treatment is required.

Revised Annex A – Certificate of Insurance, October 24, 2016

Previously issued Annex A – Certificate of Insurance is now replaced with the revised Annex A – Certificate of Insurance Form dated October 24, 2016. See attached.

The revised Annex A – Certificate of Insurance (dated October 24, 2016) supercedes all previous versions and will be used upon contract award.

All other terms and conditions remain the same.



CERTIFICATE OF INSURANCE

Page 1 of 3

| | |
|---|----------------------------------|
| Description and Location of Work Watson Lake Airport APEC 6 & 7 Remediation – Transport Canada Watson Lake Airport, Whitehorse, Yukon Y0A 1C0 REVISED, October 24, 2016 | 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 Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services | | | | |

| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
|---|--------------------------------|-----------------------------|--------------------------|---|--------------------------|--------------------------------|
| Commercial General Liability | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| | | | | \$ | \$ | \$ |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ |
| Environmental Impairment Liability Insurance | | | | | | |
| Pollution Liability | | | | \$ | Aggregate | |
| | | | | <input type="checkbox"/> Per Incident | \$ | |
| | | | | <input type="checkbox"/> Per Occurrence | | |
| Aviation Liability | | | | \$ | 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 3

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 3

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

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.