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**Bid Receiving - PWGSC / Réception des soumissions
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10025 Jasper Ave., 5th Floor
ATB Place
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**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/Travaux publics et Services gouvernementaux
Canada
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3

Title - Sujet Main Construction Mngmt- Giant Mine	
Solicitation No. - N° de l'invitation EW702-141166/G	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client EW702-141166	Date 2017-02-24
GETS Reference No. - N° de référence de SEAG PW-\$GMP-012-6553	
File No. - N° de dossier GMP-3-36061 (012)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-16	
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: Bogus, Katherine	Buyer Id - Id de l'acheteur gmp012
Telephone No. - N° de téléphone (587) 920-3075 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PUBLIC WORKS AND GOVERNMENT SERVICES CANADA GIANT MINE YELLOWKNIFE, NT	

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

This amendment has been raised to modify solicitation EW702-141166/G as follows:

Question 15:

Please clarify the Proponent's liability as it relates to management of a construction contract where the contractor is responsible for "exacerbating existing hazardous material liabilities" (Reference Annex A – TOR Section 2.1.2.3.1). For clarity, will the MCM be responsible for the actions or negligence of the construction contractor, as they relate to hazardous material liabilities?

Answer 15:

Yes, The MCM is responsible for the actions or negligence of all contractors on site.

Refer to ToR 2.1.2.3 which states:

.3 A significant number of hazards have been identified as a result of the operations of the Giant Mine Site.

.1 The MCM will not be held responsible for the existing hazardous material liabilities, whether identified or not, but will be liable if they are responsible for exacerbating such hazardous material liabilities.

.2 The MCM will be responsible to protect all personnel who enter the site from, as well as monitor the condition of and report on, these existing hazardous material liabilities. The MCM will also carry out activities to prevent the existing hazardous conditions from amplifying and/or to remove the condition all together (such actions will be developed collaboratively by the GMRP Project Team).

Refer to SC09 – Limitation of Liability

Question 16:

Please define, or provide examples of, an exacerbating circumstance for which the MCM would be responsible as it relates to hazardous material liabilities (Reference Annex A – TOR Section 2.1.2.3.1).

Answer 16:

Any activity deemed unsafe or in violation of applicable regulations. Some examples include but are not limited to, unauthorized discharge of mine water, surface or underground drilling in any manner that would violate the water license or increase the risk to the stability of the underground, or stockpiling tailings material in a manner that would increase the risk of airborne dust, Failing to monitor arsenic trioxide chamber bulkheads which results in their failure and subsequent release of arsenic trioxide material underground, Failing to establish adequate erosion control structures during construction / remediation activities leading to the release of deleterious substances into Baker Creek and / or Yellowknife Bay, etc. This list in no way limits the scope of 2.1.2.3.1

Question 17:

What is the proponent's aggregate limit of liability through the lifespan of the contract?

Answer 17:

Refer to SC09 – Limitation of Liability

Question 18:

If during construction, an engineered plan is discovered to be un-constructible or unable to fix the remediation issue, will the Main Construction Manager be liable for fixes or damages?

Answer 18:

If during construction, if it can be demonstrated that the circumstances or events leading up to the design being unconstructable or unable to achieve the remediation objective, could not have reasonably been foreseen by the MCM or were as a result of conditions that the MCM had no knowledge of, the cost to remedy the situation would be borne by the Government of Canada.

Delete:

Terms of Reference 2.1.2.3:

.2 The MCM will be responsible to protect all personnel who enter the site from, as well as monitor the condition of and report on, these **existing** hazardous material liabilities. The MCM will also carry out activities to prevent the **existing** hazardous conditions from amplifying and/or to remove the condition all together (such actions will be developed collaboratively by the GMRP Project Team).

Insert:

Terms of Reference 2.1.2.3:

.2 The MCM as Mine Manager will be responsible to protect all personnel who enter the site from, as well as monitor the condition of and report on, these **existing** hazardous material liabilities. The MCM will also carry out activities to prevent the **existing** hazardous conditions from amplifying and/or to remove the condition all together (such actions will be developed collaboratively by the GMRP Project Team).