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RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada

See herein for bid submission

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Voir la présente pour les

instructions sur la présentation

d'une soumission

NA

Alberta

NA

Bid Fax: (418) 566-6167

**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
Northern Contaminated Site Program
Canada Place/Place du Canada
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Rayrock Remediation Project Rayrock Remediation Project	
Solicitation No. - N° de l'invitation EW699-220778/B	Amendment No. - N° modif. 009
Client Reference No. - N° de référence du client PCC-EW699-220778	Date 2021-11-12
GETS Reference No. - N° de référence de SEAG PW-\$NCS-003-12159	
File No. - N° de dossier NCS-1-44063 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Standard Time MST on - le 2021-11-16 Heure Normale des Rocheuses HNR	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bilous, Isabelle	Buyer Id - Id de l'acheteur ncs003
Telephone No. - N° de téléphone (780) 782-8714 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

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 is raised to modify solicitation EW699-220778/B as follows:

Questions and Answers

Question 133: Provision SC 11 Contaminated site conditions section described 2 different situations.

First, during the execution of the contract, Contractor may encounter a contaminated site condition which differs from what was expected based on the information provided in the contractual documents. In the event such discovery causes an impact on the schedule, then this should be a compensation event.

Secondly, Contractor may experience different results while applying the proper means and method specified in the document, and such differing results may have an impact on productivity. Such a situation could occur with or without encountering a difference in the contamination conditions at the site.

Would Canada consider modifications to allow for a reasonable compensation for both situations described above?

Answer 133: Refer to 'delete and replace' below.

3. Changes to the Request for Proposal

DELETE SC11 CONTAMINATED SITE CONDITIONS in its entirety and REPLACE WITH:

SC11 CONTAMINATED SITE CONDITIONS

R2840D GC4.4 is deleted and replaced with the following:

1. For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
2. For the purposes of applicable legislation including that related to toxic and hazardous substances, Canada shall be deemed to be the Owner of the site with respect to existing conditions.
3. To the extent of the site contamination and methods of remediation are/or will be specifically outlined in the contract or construction work packages. The Contractor shall conduct its operations in a safe and diligent manner.
4. Should site conditions vary from what could be reasonably expected or the remediation methods specified and reasonably undertaken, not produce the desired results OR if the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
 - a. take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - b. immediately notify Canada of the circumstances in writing; and
 - c. take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
5. Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.
6. If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.

Solicitation No. - N° de l'invitation
EW699-220778/B

Amd. No. - N° de la modif.
009

Buyer ID - Id de l'acheteur
NCS

Client Ref. No. - N° de réf. du client
PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

7. Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
8. Except as may be otherwise provided for in the Contract, the provisions of GC6.4, "Determination of Price", shall apply to any additional work made necessary because of a contaminated site condition.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.