



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

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
Regional Manager/Real Property Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

Title - Sujet Central CM, Trent Severn Waterway I	
Solicitation No. - N° de l'invitation EQ754-170861/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client R.076951.409	Date 2016-10-27
GETS Reference No. - N° de référence de SEAG PW-\$PWL-030-2203	
File No. - N° de dossier PWL-6-39050 (030)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-03	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Cowieson, Jim	Buyer Id - Id de l'acheteur pwl030
Telephone No. - N° de téléphone (416) 512-5829 ()	FAX No. - N° de FAX (416) 512-5862
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC-TPSGC Joseph Shepard Building 32 4900 Yonge Street Toronto, ON M2N 6A6	

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 EQ754-170861/001/PWL as follows:

Amend the Request for Proposal (RFP) as follows:

At Annex D – Technical Bid Submission and Evaluation

On page 44 of 57 Annex D, at 2.2 Certifications Precedent to Contract Award and Additional Information, 2.2.1, i..

Delete: Insurance – Professional Liability

Insert: Insurance - as per Annex E, Certificate of Insurance

The following is in response to questions received during the tendering period.

Question 1:

Appendix G, Terms of Reference, Project Description section 1.5 Project Schedule (page 8), contains a “project milestone listing”. This listing includes preliminary time frames of major design and construction management activities.

Appendix G, Terms of Reference, Required Services, section 4.2.2 Construction Management Services – Time (Planning and Scheduling), (page 57-58), indicates that during the Advisory Services phase the Construction Manager (CM) will develop a Construction Schedule utilizing the Critical Path Method. Through the Departmental Representative (DR), this schedule will integrate the future consultant’s design schedule. Once accepted by the DR, the agreed Construction Schedule must become the baseline for the work subject to change only with approval of the DR. Subsequently during Construction Services, section 4.4 (page 62) explains the CM scope is to deliver the completed Work within this agreed schedule.

In summary, it is understood:

- a) The project goal is for the accepted baseline Construction Schedule to be generally in accordance with the project schedule milestones listing on page 8 of the T.O.R.
- b) This future baseline Construction Schedule will contain the “day fixed for completion of the Work”.
- c) If applicable, GC 5.10 would only be administered utilizing this future accepted Construction Schedule.

Please confirm this understanding.

Answer 1 a): Correct, the project goal is for the accepted baseline Construction Schedule to be generally in accordance with the project schedule milestones listing on page 8 of the T.O.R

Answer 1b): Correct, the future baseline Construction Schedule will contain the “day fixed for completion of the Work”.

Answer 1 c): GC5.10 would be administrated to the future accepted Construction Schedules of the individual Construction bundles tender and entered in to contract by the Construction Manager acting as the General Contractor.

Question 2:

If the Contractor is to assume any schedule risk, will PWGSC consider replacing GC 5.10 with a traditional liquidated damages clause whereby the Contractor has to pay a pre-agreed amount of liquidated damages? The liquidated damages amount can be structured on a 'per day of delay' basis and will be a genuine pre-estimate of the damages that PWGSC may suffer as result of the delayed completion. Any such liquidated damages claimed by PWGSC will then also be PWGSC's sole and exclusive remedy for the delayed completion.

Answer 2: PWGSC's standard GC5.10 will not be modified.

Question 3:

Limitation of Liability - It is fairly common for construction contracts to include a mutual waiver of consequential damages. Will Parks Canada consider including such a waiver and/or provisions that limit or cap the overall liability of the Contractor (subject to any appropriate carve-outs)?

Answer 3: Contractor shall evaluate each project on its own merits and allow for risks accordingly. However, a Limitation of Liability clause will not be considered for this requirement.

Question 4:

The submission documents require us to submit proof of professional liability insurance (At Annex D, 2.2 Certifications Precedent to Contract Award and Additional Information 2.2.1), but I do not see a necessary limit identified. Is there a specific limit which must be shown?

Answer 4:

Professional Liability Insurance is not require for the Construction Management contract (see amendment above).